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CONTRACTS' BASICS

**О с н о в ы
деловой коммуникации
для юристов
на английском языке**

Учебное пособие

МИНИСТЕРСТВО НАУКИ И ВЫСШЕГО ОБРАЗОВАНИЯ
РОССИЙСКОЙ ФЕДЕРАЦИИ

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CONTRACTS' BASICS

ОСНОВЫ ДЕЛОВОЙ КОММУНИКАЦИИ ДЛЯ ЮРИСТОВ НА АНГЛИЙСКОМ ЯЗЫКЕ

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Учебное пособие предназначено для бакалавров и специалистов Юридического института, изучающих английский язык. Пособие состоит из 7-ми профессионально-ориентированных тематических блоков, которые соответствуют тематике и проблематике содержания образовательной программы по дисциплине «Деловое письмо. Английский язык». В пособии рассмотрены особенности деловой юридической переписки на английском языке, виды контрактов и их структура, а также устоявшиеся выражения и фразы, принятые в деловой переписке.

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Contracts' basics

Lead-in. Answer the following questions:

1. What do you know about contracts writing?
2. Are there any peculiarities of the style that lawyers use in contracts?
3. What are the guidelines to write any contract?



1. Read the text and answer the following questions.

1. Is the English of contracts easier or more difficult than general English?
2. How long can a typical sentence sometimes be in a contract written in English?
3. Do lawyers use words in the same order as in general English when they draft contracts?
4. Why do lawyers use long lists of synonyms when they draft contracts?
5. What is the name that people give to the style of writing that lawyers use?
6. What is the name of the style of writing that modern lawyers are encouraged to use?

The English of contracts

Lawyers in most countries use different and more difficult language to draft contracts from the language that they use every day. This is certainly true within the English legal system. However, when you know in what ways the language of contracts is different, you can look at the language very carefully and understand it more easily. Here is a list of what makes the English of contracts different from normal English: Lawyers use very long sentences when they draft contracts. A typical sentence in a contract can be 100 words or more.

Often these very long sentences have no punctuation. This sometimes makes it difficult to understand what the sentences mean.

Sentences in contracts have an unusual structure. Sometimes legal writing doesn't use words in the same way as general English.

Sometimes verbs, nouns and adjectives are put in a sentence in a different order from normal.

Lawyers often use too many words. A lawyer might use 20 words to write something that he or she could write with five words.

Contracts contain words that people don't use any more because they are so old-fashioned. For example, there are English words that you will find in a play like *Romeo and Juliet* or in a contract, but nowhere else. Contracts also contain very formal words that no one really uses in general English.

Lawyers use long lists of synonyms in contracts. This is because when a lawyer drafts a contract he or she thinks about the fact that a judge will interpret the contract if there is a dispute. In codified legal systems words have a clear definition. However, in the common law system judges have interpreted words in different ways. Lawyers use lists of synonyms to make sure that there is no possibility of misinterpretation.

Lawyers like to use the passive voice. The passive is more difficult than the active.

Contracts contain technical words that are part of the language of the law or part of a particular area of business. It is necessary for a lawyer to use these words.

All of these things produce a style of writing that is very unusual, even to a native English speaker. The language that lawyers use in contracts is so different from general English that some people say it is not real English at all, but a language only for lawyers, called “legalese”. There is a movement in England away from legalese. Lawyers are now encouraged to write in a more modern, understandable style called “plain English”. This is good news for international lawyers.

2. Match a word or word-combination with its synonym.

1. in the event of	A. an area of land
2. terminated	B. amount of level
3. forthwith	C. payment for something that is lost or damaged
4. extent	D. have the right to something
5. territory	E. ended
6. entitled to	F. if something happens
7. compensation	G. immediately
8. manner	H. the method or way of doing something

3. The given task contains three examples of a lawyer's writing. All of them are extracts from contracts. A client asks his lawyer about each extracts meaning. Use Exercise 3 to help you match each piece of writing with the explanation given by the lawyer below.

Extracts from contracts

1. In the occurrence of the Supplier's demise the rights and obligations under this Agreement shall be terminated forthwith.
2. In the event that any property of the Contractor is lost or damaged in the course of transportation then the Contractor shall be entitled to compensation from the Company.
3. The Company shall allow the Distributor to have full and complete control over the manner and the extent of the exploitation and advertisement of the Product in the Territory.

The lawyer's explanations

1. If any of your property is lost or damaged on the journey then the company will pay for it.
2. You will have complete control of the advertising of the product in the area of Sevastopol that we agreed.
3. If you die then this contract will end immediately.

4. Match the given expressions with their synonyms.

1. until	A. In the near future
2. if	B. at the present
3. now	C. time ‘in the event of
4. by	D. during such time as
5. at least	E. until such time as
6. while	F. on the part of
7. because	G. due to the fact that
8. soon	H. not less than

5. The following sentences use the formal expressions in Exercise 4. Below each sentence there is an alternative sentence that contains the same information. Complete the alternative sentences with a more modern word or expression from Exercise 4.

1. *During such as time as* this contract is in effect the parties agree to the following terms.

_____ this contract is in effect the parties agree to the following terms.

2. *In the event of* breach the party in breach must provide a remedy within seven days.

_____ here is a breach of contract the party in breach must provide a remedy within seven days.

3. This contract will continue *until such time as* one of the parties terminates it by giving four weeks' notice in writing.

This contract will continue _____ one of the parties terminates it by giving four weeks' notice in writing.

4. *Due to the fact* that there was fire at the premises of Forum Marketing Ltd we cannot hold our meeting there next week.

_____ there was a fire at the premises of Forum Marketing Ltd we cannot hold our meeting there next week.

5. The meeting cannot take place on Wednesday but it is important that we have it *in the near future*.

The meeting cannot take place on Wednesday but it is important that we have it _____

6. We cannot consider employing any more people *at the present time*, as we do not have enough work for them.

We cannot consider employing any more people _____ as we do not have enough work for them.

7. Due to some very hard work *on the part of* employees the new business was very profitable in its first year of trading.

Due to some very hard work _____ employees the new business was very profitable in its first year of trading.

8. A party who wishes to terminate this contract must give *not less than* four weeks' notice in writing.

A party who wishes to terminate this contract must give _____ four weeks' notice in writing.

6. Study the explanation of two more important formal expressions that lawyers often use in contracts. Use the correct expression, 'notwithstanding' or 'inasmuch as', in the following sentences.

Notwithstanding means despite or in spite of something.

- The new law concerning the protection of the environment will come into force next year, notwithstanding a huge amount of opposition to it from industry.

Inasmuch as means that what you are saying in the rest of your sentence is true only in a limited way or to a certain extent.

- Caroline is a good lawyer inasmuch as she usually gets a good result in court. However, she is not very good at keeping up to date with important work.

1. Some good has come from my uncle's death ____ he left a lot of money to a children's charity in his will.
2. I agree to sign this contract ____ the fact that I have some doubts about your ability to deliver the goods to me on the due date.
3. She was employed by one of the top law firms in London ____ her lack of experience.
4. The judge in the Court of Appeal determined that the lower court made a mistake ____ inadmissible evidence was taken into consideration.

7. Here are some more formal words that are very common in contracts. They are followed by a preposition. Match the words with the definitions. Put them into these sentences.

1.prior to	A. depending on
2.subject to	B. involved in
3.engaged in	C. named, called, mentioned
4.inclusive of	D. before
5.referred to	E. including

1. Is the price of the goods ____ tax?
2. In this contract we will define you as 'the Company' in the defined terms section and that is how you will be ____ every time you are mentioned later in the document.
3. He worked in an office for many years but now he is ____ running his own business in London.
4. You haven't always worked here. What did you do ____ working for this law firm?
5. This holiday is offered at the price stated in our advertisement ____ availability. We have a limited number of places available.

8. There is some important advice about understanding and using certain words that often appear in international contracts. Choose a word from the box below to complete the text.

An archaic term is a word that people don't use in everyday speech because it is so old. However, lawyers sometimes use archaic terms in international contracts. This means that lawyers sometimes use English words that you can find in the plays of Shakespeare but that you will never hear people using in ordinary speech.

An important group of archaic words are those that begin with 'here', (for example, herein, hereby) and with 'there', (for example, thereon, therein). The text below will tell you something about these 'here' and 'there' words.

legal, clause, archaic, preposition, hereinafter, delete, mentioned, thereon
--

There are words that some lawyers use that are not part of modern English language. Language specialists describe these words as (a) ____, meaning that they are no longer in common use. These are not technical, (b) ____ words, but words from general English. Some lawyers believe using these archaic words makes a document more serious. The more modern view is that they only make a document look old-fashioned.

The general advice these days from all modern legal writers and law firms is not to use them. Very often you can (c) ____ them without it having any effect on the meaning of the document at all. However, you will see these words in some documents so you need to understand them.

There is a particular category of archaic words that are very common in contracts. These are words starting with 'here' or 'there', followed by a (d) _____. Examples would be words like 'herein' or 'thereon'. The 'here' words usually mean 'in this document' or, in a contract, it could mean 'in this (e) _____. The 'there' words refer to something that the writer (f) ____ before now. For example: 'The persons (g) ____ named'. This means 'the people named later in this document'. The sum of money borrowed and the interest thereon shall be repaid in full on 5 June'. The word '(h) ____ here means "on the sum of money borrowed".

9. Some lawyers argue that these archaic words are more exact or precise than modern English. Modern language specialists and many leading law firms say that this is not true and for this reason archaic words are falling out of use in the UK. Look at the definitions of the archaic terms below. Complete the sentences that follow with one of the archaic terms from the list. You will need to use each word only once.

Hereby - means of this document/with these words/with this action.	• I hereby accept your offer
Hereunder - in a later part of this document/under the terms of this agreement.	The terms and conditions are listed hereunder.
Heretofore - earlier in this document/previously/before the time of writing.	• The property heretofore known as Downing House is renamed Appleby House.
Hereinafter - starting from this time/after in this document.	• ATL Electrics pie, hereinafter known as "the Company".
Herein - in this document.	• The price named herein is final and non-negotiable.

1. Royal Airlines Limited, _____ referred to as "RAL". (later in this document)
2. The Author guarantees to the Publisher that the Work is _____ unpublished by any other company or individual. (previously)
3. In consideration of the sum of £10,000, receipt of which the Seller _____ acknowledges. (by means of this document)
4. Any products referred to _____ remain the property of the Supplier until the Customer pays for them in full. (in this document)
5. In case of dispute between the parties, any arbitration conducted _____ will be conducted by Arbitrators Direct of London. (under the terms of this contract).

Contracts' structure

Lead-in:

Answer the following questions before diving into unit.

1. Look at the picture.
What first associations have you got?
2. Try to decode the essence of contract writing.
3. Is it a rough rule to follow a particular format or layout drafting a contract?
4. Are there are any advantages in having a structured layout that is familiar both to lawyers and to parties?
5. What essential questions should any contract answer?



1. Study the words and presume which ones you can find in commercial contracts.

1. drafts
2. delivery of goods
3. precedent bank/library
4. recitals
5. definitions section
6. parties
7. key obligations/ duties
8. drafting checklist
9. to draft from scratch
10. template

2. Skim the text on Contract structure, verify your ideas and put new lexical units into your glossary.

A contract has a logical structure. Some lawyers say that a well-written contract is like a story because it explains the agreement from the beginning to the end in a way that a reader can clear to understand. When a modern lawyer drafts a contract he or she is following a tradition that has developed over many years.

Let's look at the first half of a commercial contract. The majority of contracts commence with the following sections:

the parties: the individuals or entities engaged in the contract;

the recitals: the context of the contract and the rationale behind the parties' agreement;

the key obligations/duties: the principal responsibilities that each party commits to fulfill;

the definitions section: the interpretation of specific terms as they appear within the contract;

the delivery of goods/services - the time when the key obligations will be carried out and where they will be carried out.

However, a lawyer who is drafting a contract does not often begin with a blank page. A lawyer would call this to draft from scratch. Most modern contracts are not drafted from scratch but are based on a precedent. A precedent is an existing contract that a lawyer can use as a model for drafting another, similar agreement. A precedent acts as a useful drafting checklist to make sure that everything necessary is included. Most law firms have a precedent bank or precedent library as part of the word processing facility on the company computer, or they rely on an encyclopedia of precedents. The precedents are regularly updated, particularly when the relevant law changes.

A precedent can also be referred to as a template but this is a more general word for something that you can copy, it is not as specific to contract law as a "precedent". Remember, a contract precedent should not be confused with the other meaning of the word precedent, which is the decision of a judge in common law that is used as a general principle of law.

3. Answer the questions, using the text.

1. Why is a well-written contract compared to a story?
2. Who are the parties to a contract?
3. What does to draft a contract "from scratch" mean?
4. Why does a contract contain a definitions section?
5. What does the recitals section of a contract contain?
6. What is a contract precedent?
7. Can the word **template** be regarded as a **precedent**?
8. What are the other meanings of the word precedent?

4. Read the sentences and fill in the gaps using the following: bank, a precedent, delivery, to draft, parties, recitals, definition, scratch. Some words are extra.

1. The people or companies who are entering into an agreement are called the ____ to the agreement.
2. Lawyers rarely have to draft a contract from ____ they can use as a template.
3. ____ outlines the parties involved, their motivations for entering into the contract, and any pertinent background circumstances. It sets the stage for the legally binding terms and conditions that follow.
4. The section of the contract that deals with ____ of goods or services usually states exactly when the key obligations will be carried out.
5. Most law firms have a collection of precedents that they refer to as a precedent ____ or a precedent library.
6. The ____ section gives understanding on certain words in contract.

5. Watch this video on Recitals and mark true, false and not stated statements

<https://rutube.ru/video/d08ec3e0ad7da9392d3b05a035d55017/?r=plemwd>

1. The section Recitals comes immediately before the section Parties.
2. It talks about the present, past and future of the subject matter of the contract.

3. It usually starts with the word *Whereas*.
4. Whereas can be translated as Принимаю во внимание, поскольку.
5. The Recitals part should be clearly formulated.
6. The synonyms of Recitals are Background statements, Contract preamble, Introductory clauses, Whereas clauses.

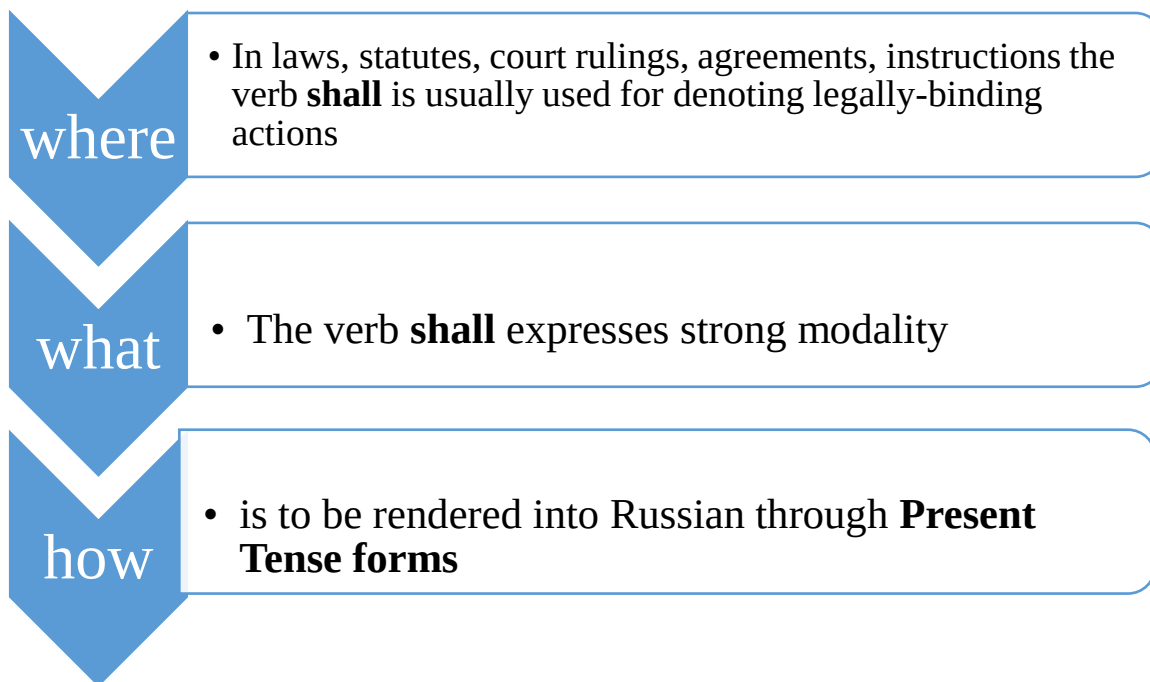
6. Match the samples with the correct sections: delivery, parties, definitions, recitals and translate the sentences.

1. "WHEREAS, Party A is the owner of certain intellectual property rights; and WHEREAS, Party B desires to license those intellectual property rights for a specific purpose."
2. The transfer of ownership for the goods occurs when the seller delivers the agreed-upon quantity and the buyer accepts it. Quantity is determined by the weight specified on the Bill of Lading, which must align with measurements taken from shore tanks at the loading port. Quality is confirmed by a laboratory analysis conducted at the loading port. The weight recorded on the Bill of Lading is conclusive and binding for both parties involve.
3. This Employment Agreement, hereafter referred to as "the Agreement" between Pharma, LLC, a Delaware limited liability company (the "Company") and Richard J. Tahak (the "Executive") becomes effective on May 31, 2024, which shall be known as the "Effective Date".
4. Change of Control. The term "Change of Control" shall mean (i) any consolidation or merger involving the Company pursuant to which the Company's stockholders own less than fifty percent of the voting securities of the surviving entity or (ii) the sale of all or substantially all of the assets of the Company.
5. This Marriage Contract, effective as of April 24, 2024, is agreed upon by Mr. Fay and Mrs. Fay. Both parties are confirmed to be of legal age and sound mental capacity. Mr. Fay will be referred to as "the Husband" and Mrs. Fay as "the Wife".
6. "Action" shall mean any civil, criminal, regulatory or administrative claim, action, suit, arbitration, proceeding or investigation by or before any court or other Governmental Authority or any arbitration proceeding.
7. WHEREAS, both parties acknowledge their understanding and agreement to the terms herein, intending to establish a mutually beneficial employment relationship.
8. This contract is made between Frontier Oil Corporation (London), hereinafter called Sellers and Ales Group (Paris) hereinafter called Buyers, whereby it is agreed as follows.
9. Executor will make reasonable efforts to ensure that the Customer's Electronic Media Campaign is delivered as ordered. However, at times there may be circumstances beyond the control of Executor or its Advertising Hosts that could cause an Electronic Media Campaign to be over or under delivered.
10. WHEREAS, Party 1, hereinafter referred to as the "Employer," is engaged in [describe the nature of the business or industry]; WHEREAS, Party 2, hereinafter referred to as the "Employee," possesses the skills, qualifications, and experience suitable for employment with the Employer.

11. Exercise Period. This Warrant shall be exercisable, in whole or in part, during the term commencing on the closing date of a Qualified Equity Financing and ending on the expiration of this Warrant pursuant to Section 14 hereof.

12. Holder. The term “Holder” shall mean any person or entity that shall be the registered holder of this Warrant.

7. Study the following law-specific Grammar related to the English auxiliary verb shall and analyze the examples given below.



1. The Debtor shall receive a copy of this Agreement.

Должник получает копию настоящего Договора.

2. This Agreement shall be governed by the laws of the Russian Federation.

К настоящему Договору применяется право Российской Федерации.

3. This Agreement shall not impose any restriction on sales by the Company to purchasers outside the Territory.

Настоящий Договор не налагает никаких ограничений на реализацию продукции Компанией покупателям, базирующимся за пределами Территории.

4. The Surety shall be liable to the Bank for the performance by the Debtor of all its obligations owing thereby to the Bank under the Agreement on Opening Letter of Credit.

Поручитель обязуется отвечать перед Банком за исполнение Должником всех его обязательств перед Банком, принятых на себя Должником по Договору об открытии аккредитива.

8. Complete the following sentences by translating the words and word combinations in brackets. Translate the following sentences into Russian.

1. All taxes in the Executor's country (оплачиваются) by Executor, all taxes in the Customer's country (оплачиваются) by Customer.

2. Executor (оказывает) Electronic Advertising and related services in accordance with Addendum.

3. The present Agreement (вступает в силу) from the date the «Parties» duly signed the Agreement and (действует) till complete fulfillment of all duties under this Agreement.
4. Customer (оплачивает) for each unit of Electronic Advertising ordered in compliance with Addendum I hereto.
5. Payment (производится) in US Dollars by bank transfer to Executor's bank account.
6. The Bank (открывает) and service bank accounts for individuals on the basis of its Articles of Incorporation and License No. issued by the Russian Federation Central Bank as of (date).
7. VTB (выпускает и обслуживает) MasterCard Standard Debit Plastic Card for the Cardholder who (приобретает) the said Card and (пользуется ею) as indicated in the provisions hereof.
8. The Card (остается) the property of the Bank.
9. The power-of-attorney vested abroad and/or in a foreign language (должная быть переведена) into Russian and duly legalized [легализована в установленном порядке].
10. An employee (не должен принимать участия) in any act of violence except in self-defence.

9. Skim the introductory part of the contract and fill in the gaps with prepositions:

by, in, to, at, of, on.

This AGREEMENT is made (a) _____ this eleventh day of August 20XX

between

COMPUHIRE Ltd a company incorporated (b) _____ England under number 9998113 having its registered office (c) _____ 55 Maple Court Lane, Manchester, England hereinafter referred to as 'the Owner' and

ONLINE COUNTRY GIFTS Ltd a company incorporated in England under number 7890123 having its registered office at 60 Vale Arbour, Birmingham, England hereinafter referred to as 'the Hirer'

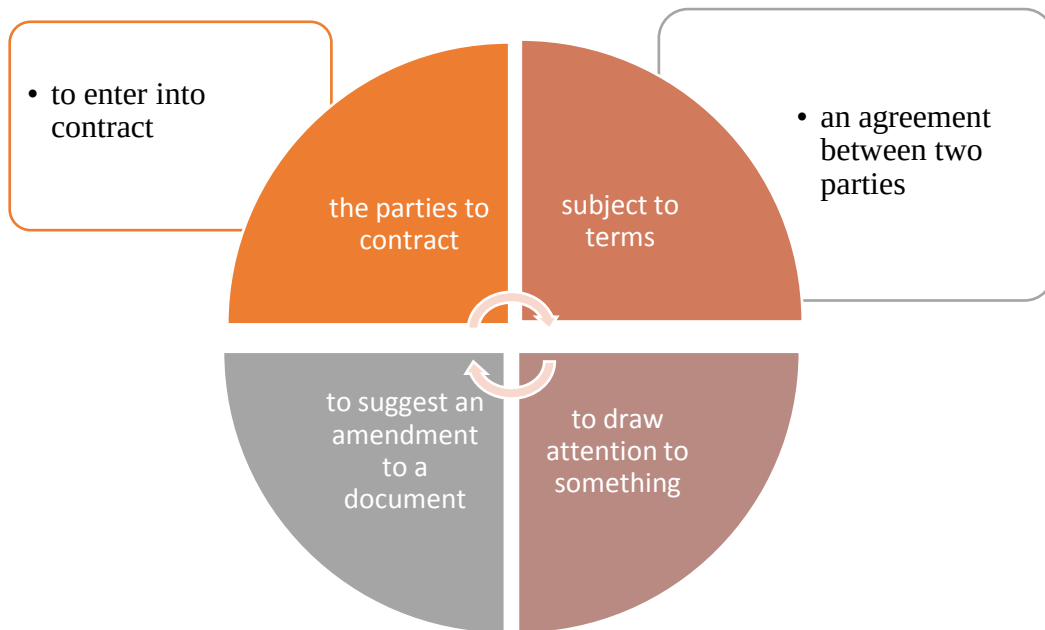
RECITALS

WHEREAS the Owner is engaged in the hire and maintenance (d) _____ office computer systems to online business operations

WHEREAS the Hirer is a business which operates an online gift purchasing facility for use (e) _____ the general public

WHEREAS the Owner agrees to supply specified computer hire and maintenance services to the Hirer subject (f) _____ the terms and conditions set out in this Agreement.

10. Recycle pivotal prepositions and put them into glossary. Make up your sentences in Russian to translate them working in pairs.

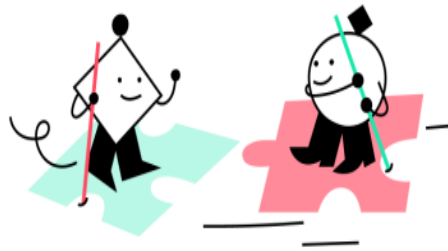


Contracts' peculiarities

Lead-in:

Study the words and presume which ones you can find in commercial contracts.

1. termination
2. intellectual
3. property
4. expiration
5. confidential
6. copyright
7. commissions
8. creative work
9. freelance
10. non-disclosure
11. disclose
12. author



1. Skim the text on *Typical contract clauses*, verify your ideas and put new lexical units into your glossary.

At the beginning of most commercial contracts there are sections that deal with information such as the names of the parties, the background to the contract and the defined terms. After these sections you will find the main body of the contract. The main body of the contract is made up of clauses. There are some types of clause that you will find in most commercial contracts.

A commercial contract usually contains, for example, a clause that states what the term of the contract will be. The term of the contract is the duration of the contract. It means the period of time for which the contract is valid. There will also be a termination clause. This clause contains information about the expiration of the contract. Expiration means end. So, the agreed date of expiration of a contract is the agreed date upon which the contract will end. A contract of employment, for example, might have a term of one year. The termination clause tells the employer and the employee how the contract can end after a shorter period of time, before the agreed date of expiration.

There is often a clause in a contract that deals with information that must remain secret. This clause usually obliges one of the parties to keep confidential certain information connected with the other party. For example, let's say an advertising company enters into a contract with a drugs company. The advertising company agrees to create an advertising campaign for a new kind of medicine that the drugs company produces. The contract will include a clause that obliges the advertising company not to tell or disclose certain information to any third party about the drugs company's products, production methods or financial information. This clause is often known as the confidentiality clause or the non-disclosure clause.

Many modern contracts also have a clause that deals with intellectual property rights. This is very common in contracts under which someone such as an author or a self-employed, freelance designer produces creative work for a third party such as a

publisher or a company. For example, Jane is a good artist. She designs birthday cards for children. The Sudak Card Company commissions Jane to create two new designs for its birthday cards. To commission someone means to formally ask that person to do something or produce something, usually of a creative nature.

The contract should make clear who the owner of the design is after the company prints the cards. Is it Jane or is it the card company? Can the card company use Jane's design on other goods? The design is intellectual property and it can be very valuable. Most contracts make clear who has copyright in intellectual property. To have copyright in a design, for example, means that you are the owner of that design.

2. Use key vocabulary to make up the definitions.

1. author
2. intellectual property
3. expiration
4. termination
5. confidential
6. creative work
7. freelance
8. commission
9. non-disclosure
10. term
11. copyright
12. disclose

1. ____ is work that requires some imagination, such as a painting, a book or a song.
2. To have ____ in creative work, such as a book or a song, means to have legal ownership of that work.
3. The writer who writes a piece of work such as a book or a song is usually referred to in a contract as the ____ of that work.
4. To be a ____ worker means to be self-employed, usually in a creative area of work such as design.
5. Sometimes large businesses ____ freelance workers to do creative work for them, such as designing a company logo.
6. A ____ clause states the way in which a contract can come to an end.
7. ____ information is information that is private and must be kept secret.
8. The parties to a contract often agree not to ____ any confidential information to any third party.
9. Another word for the duration of a contract is the ____ of the contract.
10. The ____ of a contract is the end of that contract.
11. A ____ clause states that one party to the contract is not allowed to tell anyone certain confidential information concerning the other party.
12. An ____ clause states which of the parties to a contract has copyright in creative work.

3. Boost your vocabulary to understand commercial contracts. Translate the words and put them into your glossary.

1. Insolvent (adjective)
2. Warehouse (noun)
3. Premises (noun)
4. Perishable (adjective)
5. Liquidator (noun)
6. Store (verb)
7. Invoice (noun)
8. Merchandise (noun)
9. Owe (verb)
10. Budget (noun)
11. Installments (noun)
12. Serial number (noun)

4. Match the questions and the answers.

1. What are **perishable** goods?
2. What kind of goods can I describe as **merchandise**?
3. What kind of building is a **warehouse**?
4. What is a **budget**?
5. What does it mean if I **owe** money to someone?
6. What does **store** mean?
7. Why are some buildings called **premises**?
8. What does it mean if I pay for something in **installments**?
9. What is the job of a **liquidator**?
10. What does it mean if a business is **insolvent**?
11. What is an **invoice**?
12. Why do some businesses put a **serial number** on their goods?

It means to pay for something in several regular payments over a period of time. Sometimes businesses pay for goods in this way. (1)

It means to keep goods in a particular place where the goods will be safe until you are ready to use them. (2)

These are goods that the public can buy from shops. They might also be described as consumer goods. (3)

It is a very specific amount of money. It is the exact amount of money that a person has available to spend in order to do a particular thing. (4)

Because this name is often used for buildings and land which are for businesses to use and not for people to live in. (5)

It is a person who sells the assets of a business in order to pay the business's creditors. This person is sometimes called a receiver. (6)

It means that you have an obligation to pay money to that person. (7)

They are goods like meat, fish, milk or fruit. These things are impossible to use or to sell after a certain time because they become dangerous for people to eat. (8)

It is very similar to a bill. It is a list of goods or services that a seller supplies to a buyer and it names the price that the buyer must pay. It often says how many days the buyer has to make the payment, for example, 30days. (9)

Some businesses do this so that they can identify their goods in the future. It helps the business in situations where they want to have their goods returned because the buyer did not pay. (10)

It is a large building where a business keeps goods for a period of time before it sells them. (11)

It means that the business does not have enough money to pay its debts. (12)

5. Use vocabulary from exercise 3 to complete the sentences.

1. The buyer will pay for the goods in six equal monthly___.
2. The agent has an advertising___ of R 10,000 to advertise the company's products in China and he must not exceed this amount without written permission.
3. My company produces goods in China and we need a place ___to the goods for three weeks before we transport them to Russia.
4. A___ is a large building that businesses often use to store their goods.
5. Meat and fish are___ goods and will go off very quickly if they are not stored correctly.
6. This contract will terminate immediately if the buyer becomes ___or has any other serious financial difficulty.
7. How much money do we___ to our supplier?
8. We enclose our___ with the goods, which gives a full description of the goods that the buyer ordered and the amount of money that the buyer must pay.
9. If the buyer becomes bankrupt and a___ is appointed to deal with the buyer's creditors, then the seller has the right to terminate the contract.
- 10.The business ___ for sale consist of a factory, a separate office building and a warehouse.
- 11.It is easy to identify our company's goods if someone steals them because every item has a ___ stamped on it before it leaves the factory. .,
- 12.The shop was full of ___ at the time of the fire and the retailer had to make a claim on his insurance policy for all of the goods that were destroyed.

6. Read the text Termination clauses and fill in the missing words: money, serious, writing, end, protect, small, stops, commits, gives, terminated, lose.

All modern commercial contracts contain a termination clause. This clause tells the parties the circumstances under which the contract can (a) ___ before the agreed date. A termination clause often lists three ways in which this can happen. When a contract ends before the agreed date we say that the contract is (b) ___.

The first way in which a contract can terminate is that one party (c) ___ notice to the other. This is a period of warning that one party is about to end the contract. It is usual for a termination clause to say that notice must be in (d) ____ . A typical notice period in an employment contract, for example, is four weeks.

The second way in which a contract can terminate is in circumstances where one of the parties

(e) ____ a material breach of the contract. A material breach is a significant breach. The breach must have a major effect on the injured party. It is not usually possible to terminate a contract because of a minor breach. A minor breach is a (f) ____ and more insignificant breach. A court in the UK does not consider this type of breach (g) ____ enough to end the contract.

The third way in which a contract can terminate is in circumstances where one of the parties has serious problems concerning (h) _____. Many termination clauses state that if one party's business goes into liquidation and a liquidator is appointed to sell the assets of the business, this will terminate the contract. This is to (i) ____ the party who may (j) ____ money if the contract is allowed to continue. Many termination clauses also state that if one party's business ceases trading, which means it (k) ____ operating as a business, and then the contract will terminate immediately.

7. Work in pairs and answer the questions based on the text Termination clauses.

1. What is the correct way to say that one party is warning the other party that a contract is about to end?
2. A termination clause usually requires the parties to give notice in a specific way. What is the usual way to give notice?
3. How long is a typical notice period stated in the termination clause of an employment contract?
4. What is a material breach?
5. What is a minor breach?
6. Is a minor breach sufficient to terminate a contract according to UK law?
7. What is a liquidator?
8. What are assets?
9. What does cease trading mean?
10. Who are creditors?

8. Translate the Contract termination letter.

Dear Mr. Johnson:

This letter is to inform you that I, Peter Richmond, have elected to terminate the independent contractor agreement, entered into on May 1, 2024, between Alex Don, located at 287 Firebird Lane, Atlanta, Georgia 89765 and Breeze Entertainment Services, located at 897 Mulberry Drive, Atlanta, Georgia, 89765. The termination of the contract will take effect on October 31, 2024. My decision in this matter is final and there will be no negotiation. Please consider this letter the official 30-day notification as outlined in our agreement.

According to my records, you have received partial payment for several outstanding deliverables that you need to complete on behalf of Breeze Entertainment Services. These deliverables include: 1) 3 press releases; 2) advertisement placement of the Florida vacation package in 3 national and 2 Florida publications; and 3) research pertaining to the effectiveness of mobile billboards in the southern and eastern portions of the United States. The specifics for each assignment were given to you in writing on September 15, 2024.

I would like to receive a draft of the press releases, along with the publication source for each, by the close of business on October 4, 2024. I expect to see the contracts and the ad copy for the advertisement placements by the close of business on October 10, 2024. You may turn in the research on the effectiveness of mobile billboard advertising at any time prior to October 20, 2024.

I would like to arrange one or more strategy sessions with you during the last 2 weeks of October to discuss the 2025 advertising plan you created and submitted on September 5, 2024. You have already been paid for this plan as well as 6 additional hours to allow for in-person discussions at my office.

As per our contract, you will be paid the remaining balance for each deliverable within 3 business days of submission. This payment is contingent upon the work being completed according to the specifications contained in each assignment. If you have any questions, you may contact my office during normal business hours at (978)-555-5555. Thank you for your work on behalf of Breeze Entertainment Services. I wish you the best going forward.

Sincerely,
Peter Richmond

9. Skim the text on Warranty, indemnity and force majeure and complete the gaps with appropriate prepositions: from, under, for, in, on.

A warranty is a guarantee that one party gives to the other. It is a statement of fact. In a contract (a)___the hire of an industrial machine, the hirer will warrant to the owner that he will return the machine (b) ____ the same condition and (c) ____ the date stated in the contract.

An indemnity is a promise that one party makes to the other. It is a promise by one party to compensate the other if there is a loss that 'arises from' the contract. Arises from means comes from. The process of indemnity is sometimes called 'covering' someone against a loss. In the example above, one party hires a machine (d) ____ the other and warrants that he will return it in the same condition. What happens if he does not do that? The indemnity clause states that the hirer must compensate the owner for his loss. An indemnity clause usually requires the party who gives the indemnity to buy a policy of insurance to make sure that he or she can keep his promise to pay. The contract will say that the hirer must 'take out' a policy of insurance. Take out means buy. In the USA an indemnity clause is sometimes called an indemnification clause.

A force majeure is something that happens that stops one of the parties from fulfilling his or her contractual obligations. It might be a problem with very bad weather, or something like a terrorist attack. A force majeure clause protects the parties from these unexpected circumstances. It describes the force majeure as an unforeseeable event. Unforeseeable means that the parties did not and could not imagine that such a thing could happen. This clause states (e)_____ what unexpected circumstances the parties are free from fulfilling a contractual obligation. In the above example the hirer of the machine promises to return it on a certain date. What happens if there is a

serious fire at the owner's premises? The police will not allow the hirer to enter the premises. The hirer will not be in breach of contract because the force majeure clause will protect him.

10. Jumbled words. Decode the definitions below and guess the words.

Example: A clause in which one party makes certain guarantees to the other party. (Warranty)

1. A clause in which one party says that he or she will compensate the other party for certain losses that may happen as a result of entering into the contract.
2. A phrase that means 'comes from' or 'as a result of' something.
3. A word that means to pay someone money so that they do not suffer the effects of a loss.
4. A phrase that means to buy something, especially insurance.
5. The formal name for an insured document.
6. The word that American lawyers sometimes use instead of indemnity.
7. An international term that describes an event that stops a party from fulfilling contractual obligation.
8. A word that means 'could not be imagined in advance'.

11. Put a word or phrase from ex. 10 into these sentences.

1. In the ____ clause of this contract the hirer guarantees that he or she will comply with the terms and conditions it contains.
2. The ____ clause requires your client to cover any loss that my client suffers as a result of entering into this contract.
3. Your client agrees to ____ my client for any financial loss that he suffers as a result of entering into this contract.
4. It is necessary to ____ insurance when you enter into this contract. This means the other party knows that you have the money to compensate him for any loss that he suffers.
5. Do you have a ____ of insurance? It is an important document and you should keep it in a safe place.
6. When a loss ____ a breach of the terms of a contract, the indemnity clause usually covers the injured party against that loss.
7. Our New York office has sent us a contract that uses the clause heading ____ instead of indemnity.
8. Events that are usually classified as a ____ include war, revolution, and terrorism.
9. The terrible storm on 10 July was an ____ event and therefore can be classified as a force majeure.

12. Work in groups of four and do the crossword.

<https://wordwall.net/resource/74952900>

13. All students are divided into A and Bs, As translate the first sample of Force majeure clause, while Bs translate the second sample of Force majeure clause.

1. Force Majeure. Neither Party will be liable for any failure to perform its obligations hereunder, other than payment obligations, due to unforeseen

circumstances or causes beyond the Party's reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, fire, flood, earthquake, accident, strikes, radiation, inability to secure transportation, failure of communications or electrical lines, facilities, fuel, energy, labour or materials. In an event of force majeure, either Party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby. The Party subject to the force majeure shall

(A) give notice of suspension of its obligations as soon as reasonably practicable stating the date and extent of such suspension and the cause thereof,

(B) use its best efforts to remedy or remove such force majeure with the least practicable delay,

(C) resume the performance of its obligations as soon as reasonably practicable after the remediation or removal of the cause. Notwithstanding anything to the contrary herein, if an event of force majeure can reasonably be expected to prevent the affected Party from performing its obligations for a period of at least six (6) months, then the other Party may terminate this Agreement upon not less than fifteen days written notice to the affected Party.

2. In case of earthquake, typhoon, flood, fire, war and other unforeseeable, unpreventable or unavoidable force majeure events (including but not limited to act of god, strike, riot, act of war, outbreaks of infectious diseases, government control after contract conclusion, rainstorm or other natural disasters), and thereby causing direct impact on the performance of this Agreement or this Agreement cannot be performed according to the terms agreed, the party who encounters the aforesaid force majeure event shall immediately inform the other party on the situations related to such event, and shall provide written report on details of force majeure within 5 business days after the occurrence of force majeure event, and submit valid supporting documents on such force majeure within one month after submitting such written report, such supporting documents shall be issued by the notary authority located in the place of force majeure event, except for it is forbidden by national laws, regulations and policies. Based on the event's degree of impact on agreement performance, all parties may, through consultation, decide whether or not to exempt from performing the obligations of this Agreement, or delay the performance of this Agreement. Neither party may propose a claim for compensation for the loss caused by force majeure. Once the force majeure disappears, all parties shall immediately take measure to continue to perform the agreement due to be performed.

Trade Contracts

Lead-in

1. When is a trade contract formed?
2. What clauses does it generally contain?
3. Who are possible stakeholders of this mutual agreement?



1. Study new vocabulary and put it into your Glossary.

Amendment – изменение

to alienate – отчуждать

award – решение суда

to bind on – обязывать

Bill of Lading – Коносамент

To discontinue – прекращать

demurrage – плата за простой

to discharge – разгружать

delay – задержка

contingency – непредвиденное обстоятельство

to commence – начинать

to exceed – превышать

fine – штраф

irrevocable – безотзывный

in respect to – в отношении

in conformity with – в соответствии

Letter of Credit – аккредитив

To levy – взимать

Lay time – стояночное время

null and void – недействительный

pro rate – пропорционально

recourse – обращение в суд

to retain – удерживать

Rules for Procedure – правила производства дел

Shipment – погрузка, отгрузка

Shore tank – береговой резервуар

Sample – образец

To seal – печатывать

Whereby – посредством которого

2. Read the Contract and answer the questions.

1. What clauses does the Trade Contract include?
2. Who are the Parties of the Contract?
3. What is the subject of the Contract?
4. What is considered to be the date of delivery?

5. Who is responsible for covering all expenses dealing with the Letter of Credit?
6. What will happen should Buyers fail to open the Letter of Credit in time?
7. What shall be done prior to the loading of the goods?
8. Against what shall Sellers insure the goods?
9. What does the term of lay time imply?
10. When may any claim concerning the quality of the goods be presented?
11. What do contingencies include?
12. How shall any dispute or difference be settled?
13. In what cases are all amendments and additions to the contract valid?

For the Sale of Oil Products

London
2024

25th March,

This contract is made between **Frontier Oil Corporation** (London), hereinafter called **Sellers** and **Ales Group** (Paris) hereinafter called **Buyers**, whereby it is agreed as follows:

1. Subject of the Contract

Sellers have sold and Buyers have bought c.i.f.* (premium diesel fuel)

2. Quality

The goods sold under the present contract shall be of the following specifications:

3. Price

5.000.000£

4. Time of Delivery

The date of the Bill of Lading to be considered as the date of delivery.

5. Payment

Payment for the goods sold under the present contract is to be effected out of an irrevocable confirmed Letter of Credit to be opened by Buyers with the Bank for Foreign Trade of England, London.

The Letter of Credit is to be opened not later than 15 days before the agreed time of shipment of each lot of the goods. Expenses in connection with the opening, amendment and utilization of the Letter of Credit are to be paid by Buyers.

Should Buyers fail to open the Letter of Credit in time, they are to pay Sellers a fine for each day of delay, but not more than for 20 days, at the rate of 0.1 per cent. of the amount of the Letter of Credit and in that case Sellers shall have the right not to load the tanker until the Letter of Credit has been opened. Should the delay in the opening of the Letter of Credit exceed 20 days, Sellers shall have the right to refuse to deliver the goods which were to be paid for out of this Letter of Credit.

6. Delivery and Acceptance

The goods are considered to be delivered by Sellers and accepted by Buyers in respect to quantity: as per weight indicated in the Bill of Lading in conformity with the measurements of the shore tanks at the port of loading, and in respect to quality

issued by a laboratory at the port of loading. The weight stated in the Bill of Lading is to be considered final and binding upon both parties.

Prior to the loading of the goods, 4 arbitration samples are to be taken from each of the shore tanks from which the goods are to be loaded in the carrying tanker. These samples are to be sealed by Sellers as well as by Captain of the tanker; 2 samples to be handed over through the Captain of the tanker at the port of unloading to Buyers or to another person according to Buyer's instructions and the other 2 samples to be retained by Sellers.

7. Insurance

Sellers are to insure the goods for their account against usual marine risks including risks of leakage exceeding 1% with The British Insurance Company "Globes" (London) in accordance with the Transport Insurance Rules of the British Insurance Company for the amount of the invoice value of the goods plus 10 per cent. The goods may be insured against war and other risks upon special request of Buyers and for Buyers' account. The Insurance Policy or Certificate of the British Insurance Company is to be made out in the name of Buyers or another person according to their instructions and is to be sent together with the other shipping documents.

8. Terms of Transportation

Sellers are to inform Buyers by fax or by telex not later than 5 days before the starting of loading of the name and capacity of the tanker, the date and port of shipment of the goods.

Furthermore, the Captain is to advise Buyers or their agent by cable of the forthcoming arrival of the tanker at the port of discharge 4 days before her arrival.

Sellers have the right to substitute one tanker for another informing Buyers thereof by telex.

On arrival of the tanker at the port of discharge, the Captain is to give Buyers' representative at this port a written notice of readiness of the tanker of discharging. The Captain is entitled to hand in the above notice at any time of the day or the night.

Lay time to commence 6 hours after such notice of readiness is handed in by the Captain. Sundays, holidays, time of stormy weather preventing discharging as well as time during which discharging operations could not be carried out owing to technical and other conditions depending on the tanker are not to be included in the lay time.

Time allowed for tanker's discharging is fixed at 50 per cent of the time stipulated in the Charter Party for loading and unloading.

Demurrage is to be paid at the rate stipulated in the Charter Party per day and pro rata for any part of the running day.

9. Claims

In case of non-conformity of the quality of the goods actually delivered by Sellers with the contract specification, any claim concerning the quality of the goods may be presented within two months of the date of delivery.

No claim shall be considered by Sellers after expiration of the above period.

No claim presented for one lot of the goods shall be regarded by Buyers as a reason for rejecting any other lot or lots of the goods to be delivered under the present contract.

10. Contingencies

Should any circumstances arise which prevent the complete or partial fulfillment by any of the parties of their respective obligations under this contract, namely: fire, ice conditions or any other acts of the elements, war, military operations of any character, prohibition of export or import or any other circumstances beyond the control of the parties, the time stipulated for the fulfillment of the obligations shall be extended for a period equal to that during which such circumstances last.

If the above circumstances last for more than 20 days, any delivery or deliveries which are to be made under the contract within that period may be cancelled on the declaration of any of the parties, and if the above circumstances last more than 40 days, each party shall have the right to discontinue any further fulfillment of their obligations under the contract in whole and in such cases neither of the parties shall have the right to make a demand upon the other party for compensation for any possible losses.

The party for whom it became impossible to meet its obligations under the contract shall immediately advise the other party as regards the beginning and the termination of the circumstances preventing the fulfillment of its obligations.

Certificates issued by the respective Chamber of Commerce of Sellers' or Buyers' country shall be sufficient proof of such circumstances and their duration.

11. Arbitration

Any dispute or difference which may arise out of or in connection with the present contract shall be settled, without recourse to courts of law, by the Foreign Trade Arbitration Commission of England Chamber of Commerce in London in accordance with the Rules for Procedure of the said Commission.

The awards of this Arbitration shall be considered final and binding upon both parties.

12. Other conditions

Neither party is entitled to transfer its rights and obligations under the present contract to a third party without the other party's previous written consent.

Besides, Buyers are not entitled to resell or in any other way alienate the goods bought under this contract to any third country without the Sellers' previous written consent.

After the signing of the present contract all previous negotiations and correspondence between the parties in connection with it shall be considered null and void if conflicting with this contract.

All amendments and additions to the present contract are valid only if they are made in writing and signed by both parties.

All taxes, customs and other dues connected with the conclusion and fulfillment of the present contract, levied within England, except those connected with the Letter of Credit, to be paid by Sellers, and those levied outside England to be paid by Buyers.

England is regarded as the place of conclusion and fulfillment of the contract.

13. Juridical Addresses

Sellers: London, Dorset Estate, Ravenscroft Street, E3

Buyers: Paris, 135 Rue St.-Dominique, 7a

SELLERS
(Signatures)

BUYERS
(Signatures)

3. Scan the text and find the following word combinations in the text:

amendment, lay time, contingency, in conformity with, demurrage, sample, null and void, claim, award, irrevocable, fine, pro rata, delay, whereby, shipment, tax, goods, to exceed, to commence, to discontinue, Arbitration, negotiations, delivery, Letter of Credit.

4. Insert necessary words and word combinations to the sentence (award, samples, Letter of Credit, negotiations, claim).

- 1) No _____ shall be considered by Sellers after expiration of the above period.
- 2) Prior to the loading of the goods, 4 arbitration _____ are to be taken from each of the shore tanks.
- 3) The _____ of this Arbitration shall be considered final and binding upon both parties.
- 4) After the signing of the present contract all previous _____ shall be considered null and void.
- 5) The _____ is to be opened not later than 15 days before the agreed time of shipment.

5. Make up the sentences using the following words.

- 1) present, the, signed, parties, are, amendments, if, Contract, only, they, all, both, are, by, valid, to.
- 2) Sellers, considered, be, above, no, expiration, by, shall, the, claim, after, period, of.
- 3) risks, war, may, for, insured, Buyers, and, request, against, the, upon, account, be, goods, Buyers', other, and, special, of.
- 4) Arbitration, binding, parties, shall, this, the, and, final, be, both, of, upon, considered, awards.
- 5) Credit, be, utilization, with, the, paid, of, opening, and, Buyers, connection, the, to, expenses, Letter, of, amendment, are, by, in.

6. Make up the sentences using the following words: “in conformity with”, “hereinafter”, “in respect to”, “whereby”.

7. Recycle Grammar.

In modern English legal documents **shall** is usually used for denoting legally-binding actions. The verb shall expresses strong modality and is to be rendered into Russian through **Present Tense forms**.

8. Translate the sentences.

1. A monthly bank account statement (должна отражать) details on transactions, expenses and bank fees charged for the previous month.

2. Each employee (должен быть проинструктирован) that he or she (не должен участвовать) in any act of violence; initiate or instigate any plan to commit criminal acts; use unlawful investigative techniques to obtain information or evidence.
3. The Term» (означает) the period of time as defined in Section 4.1. of this Agreement.
4. “Products” (означает) all the Company's products which are currently in production during each season of the Agreement year.
5. Either Party (имеет право) to terminate this Agreement by notice in writing to the other Party upon happening of any of the following events.

9. Practice to translate the Terms of Payment using the sample.

Условия платежа	Terms of Payment
Платежи в размере ___% стоимости поставленного оборудования будут производиться в форме инкассо в	Payments at the rate of ____ per cent of the value of the delivered equipment are to be effected in
в течение 30 дней с даты получения Внешторгбанком РФ следующих документов:	within 30 days of the date of receipt by the Bank for Foreign Trade RF of the following documents for collection:
4.1. Оригинала специфицированного счета Продавца и двух копий (с обязательным указанием номера контракта и транса); 4.2. Полного комплекта чистых бортовых коносаментов, выписанных назначением порт РФ:	4.1. Sellers specified invoice-one Original and 2 copies (where Contract number and Trans are to be indicated); 4.2. Complete set of «clean-on-board» Bills of Lading issued destination RF port
На имя	in the name of
дубликата международной ж. д. накладной, выписанной назначением на станцию	a duplicate of the international railway bill issued destination railway station
на имя начальника этой станции для дальнейшей переотправки средствами железных дорог через станции	in the name of the chief of this station for further transportation by means of railways through
% стоимости поставленного оборудования оплачивается по истечении гарантийного периода при условии достижения оборудованием количественных и качественных показателей, предусмотренных контрактом. Оплата этой суммы производится по истечении гарантийного периода в течение 30 дней с даты получения Покупателем счета Продавца и при отсутствии обоснованных претензий у Покупателя.	% per cent of value of the delivered equipment are to be paid upon expiration of the guarantee period provided the equipment corresponds to quantitative and qualitative indices stipulated in the Contract. Payment of this amount is to be effected upon expiration of the guarantee period within 30 days of receipt by the Buyers of the Sellers’ invoice and provided there are no grounded claims from the Buyers.
Все банковские расходы по инкассо оплачиваются следующим образом: расходы Банка страны Продавца — за счет Продавца; расходы Внешторгбанка РФ — за счет Покупателя.	All Bank expenses for collection are to be paid as follows: all expenses of the Bank of the Sellers’ country to be borne by the Sellers; all expenses of the Bank for Foreign Trade RF to be borne by the Buyers.

10. Refresh vocabulary to be prepared for the test.

payment – платеж, уплата

terms of payment – условия платежа

make payment – производить платеж

effected payment – произведенный платеж

expense – 1) расход, трата; 2) (перенос) счет, цена

at the expense of smb – за чей-либо счет syn. – for smb's account

expenses (pl) – расходы, издержки,

incurred expenses – перенесенные расходы

costs and expenses – убытки

normal actual expenses – фактические расходы

shipping expenses – расходы на доставку, транспортные расходы

stipulated expenses – предусмотренные расходы

customs expenses – таможенные расходы

charge expenses to smb's account – отнести расходы на чей-либо счет

undertake to cover expenses – принять расходы на себя

carry/bear/sustain/incur expenses – понести расходы

suffer losses – понести убытки

set of documents – комплект документов

technical documentation – техническая документация

description – описание

specification – спецификация

order – заказ

notification – уведомление, извещение

notification of shipment – отгрузочное извещение

on receipt of notification – по получении извещения

notify – извещать письменно

notice – извещение, уведомление, нотис (морской)

notice of readiness – извещение о готовности судна к погрузке или выгрузке

11. Fill in the blanks with prepositions.

1. Payments... the rate... 9 per cent... the value... the delivered equipment are to be effected... rubles... 20 days... the date... receipt... the following documents... collection.

2. A duplicate... the railway bill issued... the name... the Chief...the destination railway station.

3. 5 %... the value... the delivered equipment are to be paid... expiration... the guarantee period provided the equipment corresponds... quantitative and qualitative indices stipulated... the Contract.

4. The Buyers have the right to deduct while effecting payment...collection statements... the amounts provided for... the Contract.

5. All amendments and addenda... the present contracts are valid only when signed... both Parties.

6. In the other respects "Standard Conditions of Sale" written...the appendix... this Contract are binding... both parties.

7. Payment is to be made... an irrevocable Letter... Credit to be opened... favor... the Sellers... the Moscow Bank.

12. Fill in the blanks with the following words: *reservation, payments, value, effected, in accordance with, provided for, expiration, stipulated.*

1. Upon... of the guarantee period provided the equipment corresponds to the indices... in the Contract.

2. ...Clause 2 of the Contract.

3. The technical documentation... in Clause 3 of the Contract.

4. ...at the rate of 5 per cent of the... of the equipment are to be... in rubles.

5. The afore-said... shall be included by the Sellers in the collection statement of the RNK Bank.

13. Translate into English using active Vocabulary.

1. Платежи в размере ... % стоимости поставленного оборудования будут производиться в форме инкассо в течение 20 дней с даты получения следующих документов.

2. Полный комплект коносаментов, выписанных назначением порт РФ на имя...

3. Разрешение инспектора Покупателя на отгрузку оборудования.

4. ... % стоимости поставленного оборудования оплачивается по истечении гарантийного периода при условии соответствия.

5. Все банковские расходы по инкассо оплачиваются следующим образом:

— расходы Банка страны Продавца должен нести Продавец;

— расходы Внешторгбанка РФ — за счет Покупателя.

14. Draft your own Trade Contract using active vocabulary of the Unit.

Employment Contract

Lead-in:

How far do you agree with these statements?

1. Employment agreement is an agreement between an employer and employee.
2. It may specify the rights and obligations of each party to the agreement.
3. An employment agreement is a category of agreements in Marine law to attribute right and responsibilities between parties to a bargain.
4. A labor agreement can't determine what benefits will be provided to an employee and what conditions must be met in order to receive things like bonuses and raises.



1. Horn your vocabulary to understand Employment contracts. Put them into your glossary.

1. to abide by the rules – придерживаться правил
2. accrued compensation – не выплаченная заработная плата
3. assessment – налог
4. chief executive officer – главный исполнительный директор
5. COBRA – Сводный акт по бюджету
6. covenants – условия
7. discretion – дискреционное право
8. in consideration of – вследствие
9. in reference to - относительно
10. in concert with – согласованно
11. now, therefore – с учетом изложенного
12. perquisites – дополнительные расходы
13. pecuniary advantage – предусматривает материальную выгоду
14. to reimburse – компенсировать
15. resignation – заявление на увольнение
16. substantive law – материально-правовое право
17. to supersede – отменить
18. to set forth – указывать
19. tangible – вещественный
20. to withhold – приостановить

2. Read, translate the Employment Agreement and answer the questions.

- 1) What are the clauses of the Employment Agreement?
- 2) Who are the Parties of the Agreement?
- 3) Name the subject of the Agreement.

- 4) What shall the principal place of employment be?
- 5) What is the Base Salary?
- 6) In what cases the Executive's employment may be terminated?
- 7) What are the consequences of termination?
- 8) What laws shall govern the Agreement?
- 9) Under what conditions this Agreement may be amended or modified?
- 10) In what cases shall the Executive have the right to assign or transfer the Agreement?

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of March 1, 2024 (the "Effective Date") between April, LLC, a Delaware limited liability company (the "Company") and Raji Jab (the "Executive").

RECITAL

The Company desires to employ the Executive, and the Executive desires to be so employed by the Company, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, the Company and the Executive hereby agree as follows

1. Employment

(a) Subject to the terms and conditions contained herein, the Company hereby agrees to employ the Executive, and the Executive accepts such employment, on the Effective Date until the Termination Date.

(b) During the Executive's employment under this Agreement, the Executive shall render services to the Company and its parent April, Inc., (the "Parent") in the position of Senior Vice-President of Finance; provided, that (i) within ninety (90) days from the Effective Date the Board may, in its discretion, appoint the Executive as Executive Vice-President and Chief Financial Officer of Company and Parent and (ii) the Executive may have such other title or titles as may be assigned to the Executive by the Board. The Executive shall perform such duties and responsibilities as are normally related to such positions, subject to such modified or additional duties (that are not materially inconsistent with duties and responsibilities as are normally related to such positions) as may be assigned by the Board or the Chief Executive Officer. The Executive will report to the Chief Executive Officer.

(c) In performing his services hereunder, the Executive shall abide by the rules, regulations, and practices of the Company (and, if applicable, the Parent) as adopted or modified from time to time in the sole discretion of the Company (or, if applicable, the Parent).

(d) The Executive will devote his entire business time, energy, attention and skill to the services of the Company (and, if applicable, the Parent) and to the promotion of its interests. So long as the Executive is employed by the Company, the Executive shall not, without the written consent of the Company:

(I) engage in any other activity for compensation, profit or other pecuniary advantage, whether received during or after the term of this Agreement;

(II) render or perform services of a business, professional, or commercial nature other than to or for the Company (or, if applicable, the Parent), either alone or as an employee, consultant, director, officer, or partner of another business entity (including serving on boards of directors), whether or not for compensation; or

(III) plan or otherwise take any preliminary steps, either alone or in concert with others, to establish or engage in any business or activity that would compete with the current or proposed business of the Company (and, if applicable, the Parent); provided, that it shall not be a violation of this Agreement for the Executive to (A) serve on civic or charitable boards, (B) manage personal investments, (C) serve on corporate boards, or (D) engage in such other activities as the Chief Executive Officer may approve, so long as such activities do not interfere materially with the performance of the Executive's duties and responsibilities to the Company (and, if applicable, the Parent).

3. Compensation.

(a) In exchange for full performance of the Executive's obligations and duties under this Agreement, the Company shall pay the Executive a salary at the rate of Two Hundred Fifty Thousand (\$250,000.00) per year ("Base Salary"). The Base Salary shall be paid in accordance with the Company's regularly established payroll practice. The Base Salary will be reviewed from time to time in accordance with the established procedures of the Company for adjusting salaries for similarly situated employees and may be adjusted in the sole discretion of the Board or the Company's Compensation Committee. Such adjusted salary shall become the "Base Salary."

(b) The Base Salary hereof is a gross amount, and the Company shall be required to withhold from such amount deductions with respect to Federal, state and local taxes, unemployment compensation taxes and similar taxes, assessments or withholding requirements.

(c) During the Executive's employment under this Agreement, the Executive shall also be reimbursed by the Company for reasonable business expenses actually incurred or paid by the Executive, consistent with the policies established by the Board, in rendering to the Company the services provided for in this Agreement.

(d) The Executive shall be entitled to vacation and sick leave on terms equivalent to those of other executive officers of the Company. The Executive shall accrue four (4) weeks of vacation in his first year of employment with the Company in accordance with the Company's standard vacation policy.

(e) The Executive shall be entitled to participate in all benefit plans (including but not limited to any medical, dental, life insurance, retirement and disability plans) and to all perquisites which shall be available from time to time to the executive officers of the Company generally; provided, however, that the Executive shall have no right to participate in any stock option, stock purchase or other plan relating to shares of capital stock of the Company or its affiliates (except as provided in subsection (f) below). The Executive acknowledges and agrees that the Company may, in its discretion, terminate at any time or modify from time to time any such benefit plans.

(f) The Company shall pay to the Executive a cash bonus of Fifty Thousand Dollars (\$50,000.00) on the first anniversary of the date hereof if the Executive remains employed by the Company as of such date.

4. Termination.

The Executive's employment hereunder may be terminated as follows:

(a) The employment of the Executive under this Agreement shall terminate on the date of the Executive's death.

(b) The employment of the Executive under this Agreement may be terminated by the Company immediately upon giving the Executive notice if the Executive becomes disabled.

(c) Executive may voluntarily terminate his employment under this the Executive voluntarily terminates his employment relationship with the Company. (ii) Such voluntary termination shall be deemed Agreement by giving the Chief Executive Officer written notice of his resignation signed by the Executive or, if no notice is given, on the date on which for purposes hereof to have occurred for "Good Reason" only if (1) the Executive provides written notice to the Company within twenty (20) days after the Executive becomes aware of the circumstances giving rise to "Good Reason", (2) the Company fails to correct the circumstances giving rise to "Good Reason" within thirty (30) days following receipt of such notice and (3) the Executive resigns within fifteen (15) days following such thirty (30) day period.

5. Consequences of Termination.

(a) If the employment of the Executive under this Agreement is terminated pursuant to death, disability or voluntary termination, then the Company shall pay the Executive (or, as applicable, his heirs, estate or representative) the Accrued Compensation, the Company shall provide to the Executive (or his dependents, as

applicable) such benefits, if any, as may be required to be provided by the Company under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and any disability policy of the Company applicable to the Executive, and the Executive (or, as applicable, his heirs, estate or representative) shall be entitled to vested benefits, stock options and other equity awards as applicable the Executive shall not be entitled to any other compensation or benefits from the Company, under this Agreement or otherwise. The Accrued Compensation shall be paid promptly after termination of employment, provided that the benefits and amounts accrued under the plans and programs shall be paid or provided in accordance with such plans or programs.

(b) The Executive agrees that all property (including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts and computer-generated materials) furnished to or created or prepared by Executive incident to Executive’s employment belongs to the Company (or, as applicable, the Parent) and shall be promptly returned to the Company upon termination of the Executive’s employment.

(c) Upon termination of the Executive’s employment, the Executive shall be deemed to have resigned from all offices and directorships then held with the Company, the Parent, and each of their subsidiaries. Following any termination of employment, the Executive shall reasonably cooperate with the Company (i) in the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees and (ii) in the defense of any action brought by any third party against the Company or the Parent that relates to the Executive’s employment by the Company; provided, that in each case the Company shall reimburse the executive for any out-of-pocket fees and expenses incurred by the Executive in connection with such cooperation.

6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal substantive laws (and not the laws of conflicts) of the State of Illinois.

7. Entire Agreement. This Agreement constitutes the whole agreement of the parties hereto in reference to any employment of the Executive by the Company and in reference to any of the matters or things herein provided for or hereinabove discussed or mentioned in reference to such employment; all prior agreements, promises, representations and understandings relative thereto being herein merged.

8. Assignability.

(a) This Agreement is personal in nature and the Executive shall not, without the written consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

(b) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give to any person, other than the parties to this Agreement, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition of this Agreement.

9. Amendments; Waivers.

(a) This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms or covenants of this Agreement may be waived only by a written instrument executed by the parties to this Agreement or, in the case of a waiver, by the party waiving compliance. Any such written instrument must be approved by the Board to be effective as against the Company. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce the same. No waiver by any party of the breach of any term or provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

(b) All notices, requests or consents required or permitted under this Agreement shall be made in writing and shall be given to the other parties by personal delivery, registered or certified mail (with return receipt), overnight air courier (with receipt signature) or facsimile transmission (with “answerback” confirmation of transmission), sent to such party’s addresses or telecopy numbers as are set forth below such party’s signatures to this Agreement, or such other addresses or telecopy numbers of which the parties have given notice pursuant to this Section 16. Each such notice, request or consent shall be deemed effective upon the date of actual receipt, receipt signature or confirmation of transmission, as applicable (or if given by registered or certified mail, upon the earlier of (i) actual receipt or (ii) three days after deposit thereof in the United States mail).

IN WITNESS WHEREOF, the parties to this Agreement have executed this Employment Agreement as of the date first above written.

3. Scan the agreement and find the meaning of the following words and word combinations.

To abide by the rules, accrued compensation, assessment, covenants, substantive law, in reference to, to reimburse, in concert with, to withhold, perquisites, in consideration of, termination date, resignation, to set forth, to supersede, chief executive officer.

4. Translate the following word combinations.

Трудовое соглашение, согласованно с, распоряжаться личными инвестициями, время от времени, местные налоги, обоснованные расходы, материально-правовой закон, отпуск по болезни, медицинское и стоматологическое страхование, план по приобретению акций, добровольно, отдавать себе отчет в,

в соответствии с, сотрудничество, регулирующий закон, компенсировать, вносить дополнения, заказная почта, подпись, подтверждение передачи, уполномоченный представитель компании, дочерние и зависимые общества, предшественник, дата заключения (соглашения), при соблюдении условий, о нижеследующем, величина капитала, акционерная доля, от имени компании, с учетом указанных в настоящем Соглашении вводных положений и взаимных обязательств.

5. Fill in necessary words: cash bonus, Base Salary, obligations, in witness whereof, fringe benefits and translate the sentences. One word combination is extra.

1. In exchange for full performance of the Executive's _____ under this Agreement, the Company shall pay the Executive a salary.
2. _____, the parties to this Agreement have executed this Employment Agreement as of the date first above written.
3. The _____ shall be paid in accordance with the Company's regularly established payroll practice.
4. The Company shall pay to the Executive a _____ of 40,000 rubles on the first anniversary.

6. Make up sentences using the following words.

1. All, made, this, Agreement, writing, requests, or consents, required, under, shall be, in notices, or permitted.
2. Executive, the, this, employment, the, of, terminate, date, under, the, Agreement, shall, the, Executive's death, on, of.
3. may, amended, this, canceled, or, Agreement, modified, extended, be, renewed.
4. employ, the, Company, Executive, desires, the, terms, set, on, this, in, forth, the, Agreement, to.
5. Participate, shall, Executive, no, right, to, in any stock option, have.

7. Here are the titles of some clauses that you will find in an employment contract. Lawyers usually call them 'clause headings'. Match the headings of the clauses with the descriptions provided.

1. Term of the contract
2. Holidays
3. Pension
4. Job title
5. Sick pay
6. Confidentiality
7. Working hours
8. Grievance procedure
9. Non-competition
10. Remuneration
11. Disciplinary procedure
12. Termination

- a) This clause deals with the payment that the employee will receive in return for working for the employer. The clause heading is ...

- b) This clause deals with the employee's obligation not to tell anyone about certain information that belongs to the employer. The clause heading is ...
- c) This clause deals with the period of time that the contract will be valid. The clause heading is ...
- d) This clause deals with the amount of time that the employee is obliged to work every week or month. The clause heading is ...
- e) This clause deals with what the employer must do if he or she is unhappy with the way that the employee is having at work.
- f) This clause deals with the arrangements for the employee to have money in his or her old age. The clause heading is...
- g) This clause gives the name of the employee's job. The clause heading is ...
- h) This clause deals with the time that the employee is allowed to stay away from work to rest and relax and still receive his or her pay. The clause heading is ...
- i) This clause deals with the ways in which the contract of employment can end. The clause heading is ...
- j) This clause deals with what an employee must do if he or she is unhappy at work and wants to complain to the employer. The clause heading is..
- k) This clause deals with the employee's obligation after the contract of employment ends not to start the same business or work for a rival of the employer for a certain period of time. The clause heading is...
- l) This clause deals with the money that an employer must pay to an employee when the employee is ill and cannot work. The clause heading is...

8. Below are some very short extracts from an employment contract. Match the correct heading box with each extract.

- 1. Term of the contract
- 2. Holidays
- 3. Pension
- 4. Job title
- 5. Sick pay
- 6. Confidentiality
- 7. Working hours
- 8. Grievance procedure
- 9. Non-competition
- 10. Remuneration
- 11. Disciplinary procedure
- 12. Termination

- a) 'For a period of 12 months after the termination of this agreement the Employee agrees that he or she will not start a business that is the same or similar to the Employer's business.'
- b) 'The Employer shall pay the Employee a salary of R 21,000 a year.'

- c) If you have a complaint relating to your employment you should follow the procedure attached to this contract in order to inform your manager about your complaint."
- d) The Employer agrees to employ the Employee in the position of sales assistant."
- e) "On the first day of your absence from work you must inform your manager. If you are absent for more than seven days you must provide your manager with a medical certificate signed by your doctor."
- f) This contract is for duration of 12 months."
- g) "Employees who wish to contribute to the Fund may do so until the age of 65 years."
- h) The Employee is entitled to 25 days per year in addition to public holidays."
- i) The Employee shall not during the term of his or her employment disclose any material information relating to his or her employment to any third party.
- j) "A summary of the rules and procedures that the Employer must follow in relation to difficulties with the Employee's performance in the workplace is attached to this contract."
- k) The Employee is required to work Mondays to Fridays between 8.30am and 5.30pm, with one hour for lunch."
- l) The Employer may end this agreement by giving four weeks' written notice to the Employee."

9. Analyze the examples given below and deduce the meaning of the verb should frequently used in contracts.

1. Should the Buyer fail to issue a letter-of-credit. В случае если Покупатель не открывает аккредитив.
2. Should the L/C be issued unduly. Если аккредитив не будет открыт своевременно.
3. Should you have doubts on the issue. В случае появления у Вас сомнений по данному вопросу.

10. Complete the following English sentences by translating the word combinations in brackets. Make use of should where necessary. Translate the sentences.

1. (В случае, если) a net under delivery situation occur where a customer has been prebilled by Executor (as per Addendum 1) and the value of the impression shortfall is greater than \$100, Executor shall provide a «make good» Electronic Media Campaign of equal value to the impression shortfall. (В случае, если) a net over delivery situation occur, no additional fees will be charged to the Customer.
2. The Parties hereto shall make every effort to resolve any dispute that may arise from executing the provisions specified herein through negotiations. (В случае, если) such negotiation efforts fail to produce an agreement, any such dispute shall be resolved in courts of law pursuant to the effective legislation of the Russian Federation.

3. (В случае, если) the Cardholder violates any of the terms and conditions envisaged hereunder or set out in the appendices hereto, the bank shall reserve the right at its discretion to suspend or cancel the plastic card operation.
4. (В случае, если) any such force-majeure circumstances last over three months, the Contract shall be deemed terminated.
5. (В случае, если) within the warranty period, provided all the aforesaid conditions observed, the equipment may turn faulty or inadequate in terms of its compliance with the specifications hereof, the Buyer shall be entitled to a warranty claim for the said equipment replacement.
6. (В случае, если) any of the above indicated force-majeure circumstances directly affect the performance of obligations within the period stipulated herein, this period shall be extended correspondingly for a period of such circumstances duration.
7. The Parties shall make every effort to amicably settle any possible disputes or disagreements which may arise out of or in relation to the Contract hereof. (В случае, если) any such amicable settlement fails to resolve such disputes or disagreements, the said shall be resort, the ordinary court's jurisdiction excluded, to arbitration.

11. Work in groups of 4. Study an employment case, answer the questions and discuss possible scenarios under the employment law in the Russian Federation.

My name is Mary Grincheva, Today I am at an employment tribunal, I am the claimant, I am making a claim against my former employer, I must use the word "former because he is no longer my employer. My former employer has an estate agency. An estate agent sells houses, his name is Kim Pen, I worked for Mr. Pen as a receptionist in his office for four years. My job was to welcome people who came into the office and give them information about property that was for sale. I liked my job. I was a good employee. I was never late for work. I had a good relationship with my colleagues. During the four years that I worked there I only had two days' absence.

Six months ago Mr. Pen said that he needed an assistant manager. He advertised the vacant position in the local newspaper. The advertisement said that candidates for the job should be young and ambitious and with track record of an estate agent. I am 28 years old, very ambitious and I have experience. I applied for the job. 11 other people also applied for the job. Mr. Pen refused to interview me for the job. He explained that it was a waste of his time to discuss my C.V. and talk about the job. He told me this was because I got married a year ago. He said that he was afraid I would have a baby very soon and would need lots of time away from work. He said he would prefer to employ an older woman or a man. I stopped working for Mr. Pen. I am very angry. I am making a claim on the grounds of discrimination.

1. What type of business does the claimant's former employer have?
2. What was her job?
3. Did she have a good relationship with the other people in her office?

4. How many days did she have away from work?
5. Where did Mr. Pen advertise the job of assistant manager?
6. What was the total number of candidates for the job of assistant manager?
7. What did Mr. Pen refuse to do?
8. Who would Mr. Pen prefer to employ as assistant manager?
9. How does the claimant feel about Mr. Pen decision?
10. What are the grounds for the claim?

12. Translate the employment agreement.

Трудовой договор № _____

г. _____ " ____ " _____ г.

_____ (наименование работодателя), именуем__ в дальнейшем "Работодатель", в лице _____ (должность, Ф.И.О. уполномоченного представителя), действующ__ на основании _____ (Устава, доверенности), с одной стороны и _____ (Ф.И.О., паспортные данные), именуем__ в дальнейшем "Работник", с другой стороны, совместно именуемые "Стороны", заключили настоящий Трудовой договор о нижеследующем:

1. Предмет Трудового договора

1.1. Работодатель обязуется предоставить Работнику работу согласно штатному расписанию в должности _____, обеспечить условия труда, предусмотренные трудовым законодательством РФ и иными нормативными правовыми актами, содержащими нормы трудового права, соглашениями, локальными нормативными актами и настоящим Трудовым договором, своевременно и в полном объеме выплачивать Работнику заработную плату, а Работник обязуется лично выполнять трудовые функции, соблюдать Правила внутреннего трудового распорядка, действующие у Работодателя.

1.2. Работа по настоящему Трудовому договору является для Работника основной работой.

1.3. Местом работы Работника является _____ Работодателя, расположенн__ по адресу: _____.

1.4. Работник _____ подчиняется _____ непосредственно _____.

1.5. Работнику установлены следующие условия труда на рабочем месте:
- _____ (указать класс, подкласс условий труда).

1.6. Трудовые обязанности Работника не связаны с выполнением тяжелых работ, работ в местностях с особыми климатическими условиями, работ с вредными, опасными и иными особыми условиями труда.

1.7. Условия труда на рабочем месте соответствуют требованиям действующего законодательства РФ в сфере охраны труда с учетом специфики трудовых функций Работника.

2. Срок действия Трудового договора

2.1. Трудовой договор вступает в силу со дня его заключения Работником и Работодателем.

2.2. Дата начала работы: "___" _____ г.

2.3. Трудовой договор заключен на неопределенный срок.

2.4. В целях проверки соответствия квалификации Работника занимаемой должности, его отношения к поручаемой работе Работнику устанавливается испытательный срок продолжительностью ____ (____) месяцев с момента начала работы.

3. Условия оплаты труда Работника

3.1. За выполнение трудовых обязанностей Работнику устанавливается должностной оклад в размере ____ (____) рублей в месяц.

3.2. Работодателем устанавливаются стимулирующие и компенсационные выплаты (доплаты, надбавки, премии и т.п.). Размеры и условия таких выплат определены в Положении о премировании работников "_____", с которым Работник ознакомлен при подписании настоящего Трудового договора.

3.3. Заработная плата Работнику выплачивается путем перечисления на счет Работника в банке каждые полмесяца в день, установленный Правилами внутреннего трудового распорядка.

4. Режим рабочего времени и времени отдыха. Отпуск

4.1. Работнику устанавливается пятидневная рабочая неделя с двумя выходными днями - _____.

4.2. Время начала работы: _____. Время окончания работы: _____.

4.3. В течение рабочего дня Работнику устанавливается перерыв для отдыха и питания с ____ ч до ____ ч, который в рабочее время не включается.

4.4. Работнику предоставляется ежегодный оплачиваемый отпуск продолжительностью ____ календарных дней.

5. Права и обязанности Работника

5.1. Работник обязан:

5.1.1. Добросовестно исполнять свои трудовые обязанности, определяемые в Должностной инструкции, являющейся Приложением N ____ к настоящему Договору.

5.1.2. Соблюдать Правила внутреннего трудового распорядка "_____" и иные локальные нормативные акты Работодателя.

5.1.3. Соблюдать трудовую дисциплину, требования по охране труда и обеспечению безопасности труда.

5.2. Работник имеет право:

5.2.1. На предоставление ему работы, обусловленной настоящим Трудовым договором.

5.2.2. Своевременную и полную выплату заработной платы в соответствии со своей квалификацией, сложностью труда, количеством и качеством выполненной работы.

5.2.3. Обязательное социальное страхование в случаях, предусмотренных федеральными законами.

6. Права и обязанности Работодателя

6.1. Работодатель обязан:

6.1.1. Соблюдать трудовое законодательство и иные нормативные правовые акты, содержащие нормы трудового права, локальные нормативные акты.

6.1.2. Предоставлять Работнику работу, обусловленную настоящим Трудовым договором.

6.1.3. Обеспечивать Работника оборудованием, инструментами, технической документацией и иными средствами, необходимыми для исполнения им трудовых обязанностей.

6.1.5. Выплачивать своевременно и в полном размере причитающуюся Работнику заработную плату, а также осуществлять иные выплаты в сроки, установленные в соответствии с Трудовым кодексом РФ, Правилами внутреннего трудового распорядка.

6.1.6. Осуществлять обязательное социальное страхование Работника в порядке, установленном федеральными законами.

6.1.7. Исполнять иные обязанности, предусмотренные трудовым законодательством.

6.2. Работодатель имеет право:

6.2.1. Поощрять Работника за добросовестный и эффективный труд.

6.2.2. Требовать от Работника исполнения трудовых обязанностей, определенных в настоящем Договоре и Должностной инструкции, бережного отношения к имуществу Работодателя и других работников, соблюдения Правил внутреннего трудового распорядка.

6.2.3. Привлекать Работника к дисциплинарной и материальной ответственности в порядке, установленном действующим законодательством Российской Федерации.

6.2.4. Принимать локальные нормативные акты.

7. Социальное страхование Работника

7.1. Работник подлежит обязательному социальному страхованию от несчастных случаев на производстве и профессиональных заболеваний в порядке и на условиях, которые установлены действующим законодательством Российской Федерации.

8. Ответственность Сторон

8.1. Сторона Трудового договора, виновная в нарушении трудового законодательства и иных нормативных правовых актов, содержащих нормы трудового права, несет ответственность в случаях и порядке, которые установлены Трудовым кодексом Российской Федерации и иными федеральными законами.

9. Прекращение Трудового договора

9.1. Настоящий Трудовой договор может быть расторгнут по основаниям, предусмотренным действующим законодательством Российской Федерации.

9.2. Днем прекращения Трудового договора во всех случаях является последний день работы Работника, за исключением случаев, когда Работник фактически не работал, но за ним сохранялось место работы (должность).

10. Заключительные положения

10.1. Условия настоящего Трудового договора имеют обязательную юридическую силу для Сторон с момента его подписания. Все изменения и дополнения к настоящему Трудовому договору оформляются двусторонним письменным соглашением.

10.2. Споры между Сторонами, возникающие при исполнении настоящего Трудового договора, рассматриваются в порядке, установленном законодательством Российской Федерации.

10.3. Трудовой договор составлен в двух экземплярах, имеющих одинаковую юридическую силу, один из которых хранится у Работодателя, а другой - у Работника.

11. Адреса, реквизиты и подписи Сторон

Работодатель: _____,

адрес: _____

ИНН _____,

КПП _____.

Р/с _____ В _____,
БИК _____.
Работник: _____,
паспорт: серия _____ N _____, выдан _____
" _____ " _____ г., код подразделения _____,
зарегистрирован(а) по адресу: _____.

Работодатель:
_____/_____
(подпись/Ф.И.О.)

Работник:
_____/_____
(подпись/Ф.И.О.)

С Должностной инструкцией, Правилами внутреннего трудового
распорядка _____ " _____" (сокращенное наименование
Работодателя)

Работник ознакомлен:
" _____ " _____ г. _____ / _____
(подпись/Ф.И.О.)

Экземпляр Трудового договора получил " _____ " _____ г.
Подпись Работника: _____

Marriage contract

Lead in:

Marriage contract – this is an agreement on a voluntary basis with a married couple, compiled in writing and certified by the notary. A clear concept and the essence of the marriage contract are described in Chapter 8 of the Family Code of the Russian Federation in Articles 40 – 46. Marriage contract clearly fixes Property powers of spouses.

Skim the following statements and put them into two columns: Pros & Cons of Contractual Marriage.



1. The surgical and clinical approach to marriage can remove romance.
2. The negotiation of a Contractual Marriage can set the table for impermanence. If you envision a ten year term, that could become a self-fulfilling prophecy.
3. Ignorance is not bliss, especially when it comes to one of the biggest decisions you'll make in your life – marriage.
4. It is healthy to foster open and honest communication from the outset of a relationship.
5. Everyone knows where they stand — there's nothing worse in a marriage that being unsure of yourself or your role in maintaining a strong, loving bond.
6. Spontaneity is the stuff of love, and Contractual Marriage can undercut the element of surprise so many couples enjoy.

1. Tailor your vocabulary to understand Marriage contracts. Translate and write these lexical units into your glossary.

assault

to endeavor

hygiene

physical fitness

mutual society

rearing

primarily

income

housekeeping

to accumulate

whereby

sustenance

life insurance

exhortation

violation
adultery
dissolution
marital home
injurious
incarceration
ejection
personal property
drug intoxication
habitual drunkenness
in accordance with
offended party
impartial
in conformity with
accused party
preponderance
prevailing
remedy
reconciliation
allegation
contractual

2. Read, translate the Marriage contract and answer the questions.

- 1) What are the clauses of Marriage Contract?
- 2) Who are the parties of this Contract?
- 3) What do customary duties of marriage include?
- 4) What activities shall be considered the violations of the Marriage Contract?
- 5) What shall be defined as the divorce?
- 6) What is meant by the separation?
- 7) Is drug intoxication as a result of an illness prohibited?
- 8) What clauses typical for other kinds of contracts or agreements are excluded in this Marriage Contract?

Marriage Contract

This Marriage Contract is entered into as of April 24, 2024 (the “Effective Date”) between Mr. Fay, a man of sound mind and character, and of lawful age (the “Husband”), and Mrs. Fay, a woman of sound mind and character, and of lawful age (the “Wife”).

I. The Benefits

Both of the parties shall have the usual and customary duties of marriage including, but not limited to, the following:

Mutual sexual congress

It is specifically agreed that each party will endeavor to maintain high standards of hygiene and physical fitness so as to remain attractive one to the other.

Mutual society

Mutual rearing of children

Mutual support, including, but not limited to:

Financial: although the Husband shall be the person who works outside the home primarily so long as he is able. So long as the Husband is the party who is the primary provider of income into the home, the Wife shall be the person primarily responsible for childcare, housekeeping, cooking, and cleaning.

It is agreed that until such time as the parties have accumulated enough wealth whereby the survivor of the parties could rely on such wealth for all his or her sustenance for a period of no less than _____ years, life insurance will be acquired and paid for to provide enough money for said term of sustenance.

II. The Prohibitions

The following activities or behaviors shall be considered violations of the marriage contract:

Adultery:

Adultery is defined as any sexual activity or conduct with any person or persons not a party to this agreement.

Abandonment:

Abandonment shall be defined as either the filing in state court of any instrument seeking either legal separation or legal dissolution of the marriage, or desertion from the marital home for a period of no less than six months - whether support is paid by the deserting party or not.

Assault against a party or child of this marriage:

Assault is defined to be injurious or potentially injurious unwanted physical contact.

A child of this marriage shall include any child of either party who is living with the parties and any adopted child.

Criminal behavior:

Criminal behavior shall be defined as one party's willful and ongoing activities in violation of law such as would subject that party and/or the household to criminal sanctions and incarceration.

Dangerous behavior:

Dangerous behavior shall be defined as one party's willful participation in behavior that has not been agreed upon by both parties that subjects the other party and/or the household to physical danger.

Ejection:

Ejection shall be defined as one party's ejection of the other party. Ejection is the removal of the other person from the marital home. Ejection need not be by force to be prohibited by this agreement. Ejection may be demonstrated by removal of the other party's personal property from the marital home, the changing of the locks, or the mere demand by one party that the other party leave the marital home.

Habitual drunkenness or drug intoxication:

Habitual drunkenness or drug intoxication, whether criminal or not and whether the result of an illness or not is prohibited. Habitual drunkenness or drug intoxication shall be deemed to include a party's being under the influence of alcohol or drugs to a noticeable or perceptible degree more often than ____ days per month.

It is specifically agreed and understood that becoming physically or mentally ill is not prohibited conduct. The other party's becoming physically or mentally ill is not, in itself, prohibited by this contract and cannot be the basis for seeking a remedy under this contract.

It is specifically agreed and understood that becoming financially poor is not prohibited conduct.

III. The Remedies

Resolution and reconciliation:

Resolution and reconciliation shall be defined as counsel from godly ministers, of sound mind and character and believers in the Word of God, in any attempt to resolve circumstances and issues related to any violation of the above prohibitions.

Separation:

Separation shall be defined as the leaving of or removal of one party at the demand of another party based upon allegation(s) of violation(s) of the contractual prohibitions above. Where physical separation is initiated, the accused party shall leave the domicile, especially where children are part of the household. Upon separation, all financial support customarily made by the accused party, shall continue. Physical custody of any children shall remain with the offended party. The separation demanded, unless otherwise agreed upon or ordered, shall last no longer than 90 days unless the allegation(s) are verified by preponderance of the evidence before either a 1 Corinthians 6 hearing or in a state court of law. Resolution and reconciliation may proceed by mutual agreement. Upon a showing that the allegation(s) of contractual prohibitions are true, either to a 1 Corinthians 6 panel or a state court, the separation will be deemed permanent, subject to future consideration, resolution, and reconciliation initiated by the prevailing party. In the event of permanent separation, all the usual and customary financial support for the household, including any children, provided by the non-prevailing party shall continue unabated. The prevailing party, may, under the laws of the state of residency, file with the state for a civil separation. The non-prevailing party shall not contest the civil separation, the support agreements herein, or the child custody agreements herein in state court.

Divorce:

Divorce shall be defined as the complete dissolution of this marriage contract and may only be sought by a party claiming and showing a violation of the contractual provisions against adultery, abandonment, or abortion. Initial separation shall follow the procedure above. Financial support shall follow the procedure describes in the separation section above. After trial to a 1 Corinthians 6 panel, the prevailing party may, if a state marriage license has been obtained, file for a civil dissolution in state court.

The undersigned parties do hereby agree to the terms of this contract.

Husband

Wife

The undersigned do hereby witness the agreement of the parties.

Witness

Witness

3. Scan the agreement and find the meaning of the following words and word combinations.

accused party, adopted child, allegation, assault, dissolution, drunkenness, habitual marriage license, housekeeping, to endeavor, injurious, in conformity with, rearing, sustenance, offended party, preponderance, state court, impartial, mutual support .

4. Translate the following word combinations.

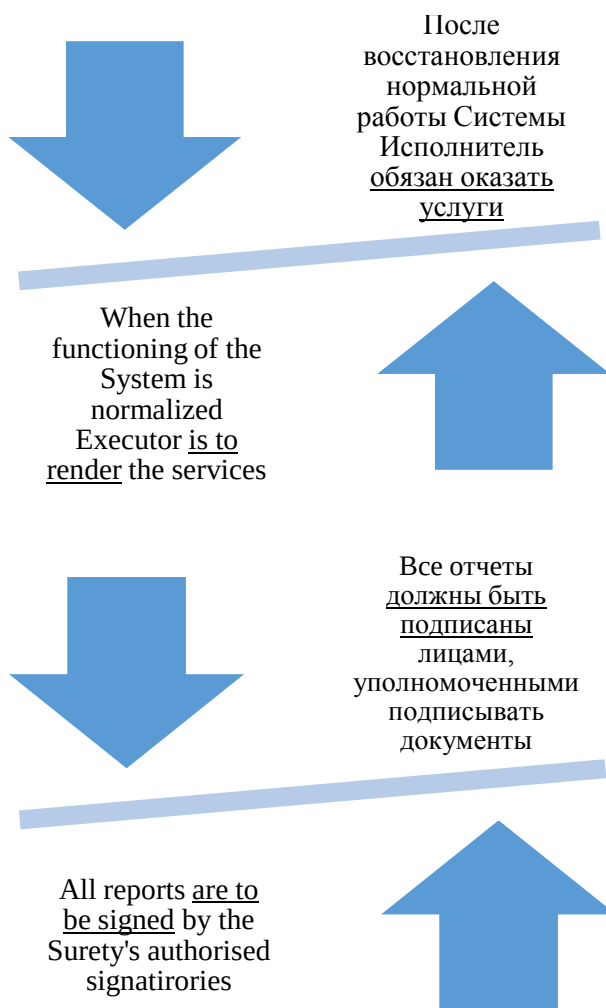
в соответствии с, взаимное соглашение, совместное воспитание детей, основной источник дохода, физическая форма, быть ответственным за ведение домашнего хозяйства, приготовление пищи и уборку, рассчитывать на, нарушение брачного договора, законное расторжение брака, на срок не менее чем 6 месяцев, преступное поведение, личная собственность, в нарушение закона, страхование жизни, умышленное участие, физическая опасность, наркотическое опьянение, душевнобольной, объективный свидетель, потерпевшая сторона, здравый ум, разрешение (спора), выигравшая дело сторона, финансовая помощь, супружеская измена.

5. Translate the sentences.

1. В то время как Муж является главным источником дохода в семье, Жена должна быть лицом ответственным, в первую очередь, за уход за детьми, ведение домашнего хозяйства, приготовление пищи и уборку.
2. Физическое насилие определяется как наносящее вред или потенциально опасное нежелательное физическое действие.
3. Опасное поведение должно определяться как умышленное поведение одной стороны, которое не было согласовано обеими сторонами, и подвергающее другую сторону и/или семью физической опасности.
4. Алкоголизм или наркотическое опьянение, независимо от того является ли оно преступным или нет, запрещено.
5. Раздельное проживание должно определяться как уход или переезд одной стороны по требованию другой стороны, основанному на заявлении о нарушении запретов, предусмотренных настоящим договором.
6. Лишение владения не должно осуществляться насильственно, так как применение силы запрещено настоящим Соглашением.

6. Study the rule and examples with the English verb to be to given below.

In modern English we use **to be to + infinitive** for formal arrangements, appointments, instructions. This verbal form usually expresses actions that are scheduled or need to be implemented and in most cases its meaning resembles that of modal verbs.



7. Complete the following sentences by translating or transforming the words and word combinations in brackets. Use to be to if necessary. Translate the following sentences.

1. Such certificates (должны представляться банку) each calendar quarter within the lifetime of this agreement, on the last banking day in the current calendar quarter at the latest.
2. In the event of the Agreement termination prior to its expiration, Executor (обязуется выплатить) the cost of under delivered impressions for each Electronic Media Campaign.
3. The Seller (должен) notify the Buyer about the readiness of the equipment for inspection not later than 10 days before the proposed time of the inspection.
4. They (не должны открывать) their instructions until midnight.
5. The Buyer (должен информировать) the Seller by cable or by telex not later than 15 days before the tanker's arrival at the port of loading on the name, capacity, flag and draught of the vessel, approximate date of her arrival at the port of loading, as well as port of destination.
6. All expenses and duties, namely: customs duties, taxes and also fees relating to the conclusion and execution of the present contract collected on the territory

of Russia, (должны быть оплачены продавцом) and those outside the above mentioned territory (должны быть оплачены покупателем).

8. Draft your own Marriage Contract using active vocabulary.

9. Translate the Marriage contract.

БРАЧНЫЙ ДОГОВОР

с установлением режима раздельной собственности супругов как на уже имеющееся у супругов, так и на будущее имущество

Г. _____ «_____» _____ 2025 г.

Гражданин Российской Федерации _____

и гражданка _____

Российской Федерации _____

, состоящие в браке, зарегистрированном _____

Г. _____

_____ «_____» _____ 2025 г., актовая запись № _____, свидетельство о браке № _____, серия _____, именуемые далее «Супруги», добровольно, по взаимному согласию в целях урегулирования взаимных имущественных прав и обязанностей, как в браке, так и в случае его расторжения, заключили настоящий брачный договор о нижеследующем:

1. ОБЩИЕ ПОЛОЖЕНИЯ

1.1. Настоящий договор устанавливает режим раздельной собственности супругов как на уже имеющееся у супругов, так и на будущее имущество. Имущество, которое было приобретено или будет приобретено супругами во время брака, является собственностью того из супругов, на имя которого оно оформлено или зарегистрировано. В случае приобретения имущества, документы на которое не оформляются или которое не подлежит регистрации, его собственником признается супруг, вносивший денежные средства в оплату этого имущества.

1.2. Имущество, принадлежавшее тому или иному супругу до вступления в брак, а также имущество, полученное им в период брака в дар, в порядке наследования или по иным безвозмездным сделкам, во всех случаях является собственностью того супруга, кому такое имущество принадлежало, а также было или будет передано.

1.3. Имущество, принадлежащее тому или иному супругу, не может быть признано их совместной собственностью даже в случае, когда за счет имущества или труда другого супруга были произведены вложения,

значительно увеличившие стоимость этого имущества. Понесенные при этом расходы даже в случае расторжения брака возмещению не подлежат.

1.4. Любые доходы, полученные одним из супругов, в том числе доходы целевого назначения (суммы материальной помощи, суммы, выплаченные в возмещение ущерба в связи с утратой трудоспособности вследствие увечья или иного повреждения здоровья и т.п.), признаются собственностью супруга, которому они выплачены.

2. ОСОБЕННОСТИ ПРАВОВОГО РЕЖИМА ОТДЕЛЬНЫХ ВИДОВ ИМУЩЕСТВА

2.1. Банковские вклады, сделанные супругами во время брака, а также проценты по ним являются во время брака и в случае его расторжения собственностью того из супругов, на имя которого они сделаны.

2.2. Вещи индивидуального пользования, драгоценности и другие предметы роскоши, приобретенные во время брака, вне зависимости от того, за счет чьих средств они были приобретены, признаются во время брака и в случае его расторжения собственностью того из супругов, для кого они были приобретены и кто ими пользовался.

3. ДОПОЛНИТЕЛЬНЫЕ УСЛОВИЯ

3.1. Супруг, являющийся собственником жилых помещений (домов, квартир и т.п.), может предоставлять в период брака на основании соответствующего договора право пользования принадлежащим ему жилым помещением другому супругу без права регистрации в нем по месту жительства. В случае расторжения брака право пользования жилым помещением, предоставленным на основании абзаца 1 п.3.1 настоящего договора, прекращается. Поэтому супруг, не являющийся владельцем соответствующего жилого помещения, обязан в течение _____ дней со дня расторжения брака его освободить.

3.2. Супруг не несет ответственности по сделкам, совершенным другим супругом без его письменного согласия.

3.3. По обязательствам одного из супругов взыскание может быть обращено лишь на имущество этого супруга.

3.4. Супруги обязаны уведомлять своих кредиторов о заключении, изменении или расторжении настоящего брачного договора.

3.5. Ответственность супругов за вред, причиненный их несовершеннолетними детьми, определяется гражданским законодательством РФ.

4. ЗАКЛЮЧИТЕЛЬНЫЕ ПОЛОЖЕНИЯ

4.1. Настоящий договор вступает в силу с момента его нотариального удостоверения.

4.2. Настоящий договор может быть изменен или расторгнут в любое время по соглашению супругов. Односторонний отказ от исполнения настоящего договора не допускается.

4.3. Действие настоящего договора прекращается с момента прекращения брака, за исключением тех обязательств, которые предусмотрены брачным договором на период после прекращения брака.

4.4. Споры и разногласия между сторонами решаются путем переговоров. В случае, если стороны не придут к соглашению, споры разрешаются в судебном порядке в соответствии с действующим законодательством Российской Федерации.

4.7. Расходы, связанные с удостоверением настоящего договора, оплачивает _____ .

4.6. Настоящий договор составлен в 3-х экземплярах, по одному для каждой из сторон, _____ и _____ один _____ хранится _____ у _____ нотариуса _____ .

5. АДРЕСА И РЕКВИЗИТЫ СТОРОН

A service agreement

Lead in:

Read the definition of service agreement and give examples of it in the RF.

A service agreement is a legal agreement between a client and a service provider that outlines the provisions of the services provided. Such an agreement aims to ensure that both parties understand and agree to the terms of the service.

It typically includes details such as the scope of the services, payment terms, and any guarantees or warranties associated with the services.



<http://sakhgig.ru>

1. Match the clauses.

- (1) Contract Parties
- (2) Subject of the Contract
- (3) Prices
- (4) Terms of Payment
- (5) Terms of Delivery
- (6) Obligations of the Parties
- (7) Packing and Marking
- (8) Warranty
- (9) Sanctions and Claims
- (10) Arbitration
- (11) Force-Majeure
- (12) Miscellaneous
- (13) Dispute Settlement Procedure
- (14) Recitals
- (15) Payment Procedure
- (16) The Parties' Registered Office and Reference Details
- (a) Юридические адреса и реквизиты Сторон
- (b) Предмет Договора
- (c) Форс-мажор
- (d) Условия платежа
- (e) Цены и общая стоимость Договора
- (f) Условия поставки
- (g) Стороны по Договору
- (h) Порядок расчетов
- (i) Санкции и рекламации
- (j) Обязательства Сторон

- (k) Упаковка и маркировка
 (l) Гарантии
 (m) Прочие условия
 (n) Арбитраж
 (o) Порядок разрешения споров
 (p) Преамбула

2. Study new vocabulary, refresh previously mentioned items and put them into your glossary.

hereinafter referred to as
 conclude an Agreement
 shall provide
 Addendum 1 hereto
 including but not limited to
 shall be effective
 shall be valid
 under this Agreement
 undertake
 in compliance with
 are subject to approval and acceptance
 Upon acceptance
 Without prior approval
 Executor is to render the services
 within said 72 hours
 no additional fees will be charged to the Customer
 During the term of this Agreement
 without the prior written consent of the other party

3. Match the translation of these lexical items.

1. waive	1. все приложения
2. affiliates	2. относительно предмета договора
3. subsidiaries	3. на усмотрение
4. successors	4. несмотря на вышеизложенное
5. officers	5. посредники
6. directors	6. управляющие
7. agents	7. должностные работники
8. notwithstanding the foregoing	8. отказывать
9. in its sole discretion	9. подконтрольные компании
10. any and all appendices	10. правопреемники
11. relating to the subject matter hereof	11. дочерние компании

4. Read the clause and fill in the gaps using the following: notwithstanding the foregoing, negligence, waives, successors, liabilities.

Customer hereby _1_ and releases Executor and its Advertising Hosts, and its respective affiliates, subsidiaries ___2___, assigns, officers, directors, agents and employees, from any and all obligations and _3_, express or implied, arising by law or otherwise in connection with the services or products provided by Executor

hereunder, unless caused by or resulting from the gross 4 or intentional misconduct of Executor or an Advertising Host.

5, the total liability of Executor or an Advertising Host to Customer hereunder will be limited to the total amount of charges actually paid by Customer to Executor for the Electronic Media Campaigns purchased under this Agreement.

5. Translate the agreement, use the second column to identify the clause and make notes.

26/01/2024 (Corporate name), legal entity, duly organized and operating under the laws of _____ (country), hereinafter referred to as the «Customer», duly represented by Mr/Ms_____, acting on the basis of the Company's Articles of Association, on the one hand, and (corporate name), legal entity, duly organized and operating under the laws of the Russian Federation, hereinafter referred to as the «Executor», duly represented by Mr/Ms_____, acting on the basis of the Company's Articles of Association, on the other hand (hereinafter altogether called the «Parties»), have concluded this Agreement (hereinafter referred to as the «Agreement») as follows:	
1. Executor shall provide electronic advertising and related services (hereinafter referred to as «Electronic Advertising») in accordance with Addendum 1 hereto. Electronic Advertising is produced with a variety of products via a variety of travel agency, itinerary delivery, on-line information and booking systems (hereinafter «Systems») of third party Advertising Hosts including but not limited to _____ (corporate names) (hereinafter «Advertising Hosts»).	
2. The present Agreement shall be effective from the date the «Parties» duly signed the Agreement and shall be valid till complete fulfillment of all duties under this Agreement in accordance with Addendum 1 hereto.	

3.1. Total amount of services specified herein shall equal (full amount in figure and in words) US Dollars, not including VAT. Customer as a Fiscal Agent undertakes to transfer the Value Added Tax to the budget of the Russian Federation. All taxes in the Executor's country shall be paid by Executor, all taxes in the Customer's country shall be paid by Customer. 3.2. Customer undertakes to make 100% payment for the services not later than __. Payment shall be made in US Dollars by bank transfer to Executor's bank account. Customer shall pay for each unit of Electronic Advertising ordered in compliance with Addendum 1 hereto, including all ad processing and creative fees associated with an Electronic Media Campaign purchase, the cost of which is included in the total price of Electronic Advertising.	
4.1. All orders are subject to approval and acceptance by Executor or its Advertising Hosts. Executor or its Advertising Hosts may remove any Electronic Media Campaign that they consider inaccurate, inappropriate, misleading. 4.2. Upon acceptance by Executor or its Advertising Hosts of any Customer Electronic Media Campaign, Executor presents Customer a creative of the Electronic Media Campaign and Customer agrees to pay all charges associated with such Electronic Media Campaign in full in compliance with the p.3.1. hereof. 4.3. Customer shall not allow any Electronic Media Campaign impressions purchased under this Agreement to be used by any third party or to promote any third party's products or services without prior approval from Executor. 5. All creative developed by Executor shall be submitted to Customer for approval prior to running the Electronic Media Campaign.	

Customer has 72 hours to make changes and resubmit such changes to Executor. In the event Customer does not notify Executor within said 72 hours or before the stated start time, whichever is less, Executor will consider said creative satisfactory and shall commence the Electronic Media Campaign.

4.6. Customer hereby authorizes reasonable adjustments to be made to impression allocations and ad placement as necessary to optimize delivery.

4.7. Executor will make reasonable efforts to ensure that the Customer's Electronic Media Campaign is delivered as ordered.

However, at times there may be circumstances beyond the control of Executor or its Advertising Hosts that could cause an Electronic Media Campaign to be over or under delivered. The value of over delivered impressions will be netted out against the value of under delivered impressions for each Electronic Media Campaign in comparison with those specified in Addendum 1 hereto. Should a net under delivery situation occur where a customer has been prebilled by Executor (as per Addendum 1) and the value of the impression shortfall is greater than \$200, Executor shall provide a «make good» Electronic Media Campaign of equal value to the impression shortfall. Customer has 60 days from the date they are notified of the shortfall to accept the «make good» campaign or Customer will forfeit the value of the impression shortfall. Should a net over delivery situation occur, no additional fees will be charged to the Customer.

4.8. The Parties' obligations hereunder shall be considered to be completely fulfilled and the service accepted by Customer upon signing «Act of Acceptance of Works» by Customer.

4.9. During the term of this Agreement Customer hereby grants to Executor a worldwide, royalty-free

right and license to reproduce, publish and display any of Customer's trademarks, service marks, logos, graphics, text or other content provided to Executor by Customer in connection with any Electronic Advertising. Except for the express license rights granted herein, all right, title and interest in and to the said trademarks and content shall remain in Customer.	
5.1. Except in any proceeding to enforce any of the provisions of this Agreement, neither party will, without the prior written consent of the other party, publicize or disclose to any third party any of the terms and conditions of this Agreement. 5.2. Customer hereby waives and releases Executor and its Advertising Hosts, and its respective affiliates, subsidiaries, successors, assigns, officers, directors, agents and employees, from any and all obligations and liabilities, express or implied, arising by law or otherwise in connection with the services or products provided by Executor hereunder, unless caused by or resulting from the gross negligence or intentional misconduct of Executor or an Advertising Host. Notwithstanding the foregoing, the total liability of Executor or an Advertising Host to Customer hereunder will be limited to the total amount of charges actually paid by Customer to Executor for the Electronic Media Campaigns purchased under this Agreement. 5.3. Executor or Advertising Hosts will have the right to terminate this Agreement, prior to its expiration, in the event of a material breach of this agreement by Customer. In the event of the Agreement termination prior to its expiration, Executor is to pay back the cost of under delivered impressions for each Electronic Media Campaign. Repayment is executed by the wire transfer to the Customer's account within ten (10) banking days from the moment of notification about the Agreement termination.	

5.4. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, supersedes any prior understandings or agreements (whether oral or written) between the parties regarding the subject matter, and may not be amended or modified except in writing as mutually agreed by the parties. This Agreement may be assigned by Executor at any time, in its sole discretion, to any third person or entity on the assumption of Customer notification. 5.5. Regardless of the place of execution of this Agreement, this Agreement shall be governed by and construed in accordance with USA law, and the parties hereby submit to the exclusive jurisdiction of the Court of USA. 5.6. The Parties agreed, that all the documents signed and transmitted by fax are considered properly registered. 5.7. Any and all appendices and supplements hereto shall be an integral part hereof. 5.8. The present Agreement is made in two copies, one copy for each Party, having equal legal force. Customer: _____ Executor: _____	
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5. Work in groups of four and answer the questions.

1. What are the parties to the Agreement above?
2. What is the subject of the Agreement? How shall Electronic Advertising be produced?
3. How long shall the Agreement be valid?
4. Which party undertakes to transfer the Value Added Tax to the budget of the Russian Federation?
5. Which party shall pay all taxes in the Executor's country? Which party shall pay all taxes in the Customer's country?
6. Shall all ad processing and creative fees associated with an Electronic Media Campaign purchase be included in the total price of Electronic Advertising?

7. Are all orders subject to approval and acceptance by Executor or its Advertising Hosts? Can Executor or its Advertising Hosts remove any Electronic Media Campaign that they consider inaccurate, inappropriate, misleading or defamatory?
8. Shall Customer allow any Electronic Media Campaign impressions purchased under the Agreement to be used by a third party?
9. Shall all creative developed by Executor be submitted to Customer for approval prior to running the Electronic Media Campaign?
10. What will happen in case of any circumstances beyond the control of Executor or its Advertising Hosts that could cause an Electronic Media Campaign to be over or under delivered?
11. Shall either party without the prior written consent of the other party publicize or disclose to any third party any of the terms and conditions of the Agreement?
12. Does Customer grant to Executor a worldwide, royalty-free right and license to reproduce, publish and display any of Customer's trademarks, service marks, logos, graphics, text or other content during the term of the Agreement?
13. Does Executor have the right to terminate the Agreement, prior to its expiration, in the event of a material breach of this agreement by Customer? How should the problem of the under delivered impressions be settled in such a situation?
14. Should the Agreement be governed by and construed in accordance with the USA law or with the Russian Federation law?

6. Skim the agreement again and mark the sentences as true or false.

1. The present Agreement is made in two copies, one copy for each Party, having diverse legal force.
2. All taxes in the Executor's country shall be paid by Executor; all taxes in the Customer's country shall be paid by Customer.
3. Executor will make reasonable efforts to ensure that the Customer's Electronic Media Campaign is delivered as ordered.
4. The present Agreement shall be effective from the date the «Parties» duly signed the Agreement and shall be valid till complete fulfillment of all duties under this Agreement in accordance with Addendum 2 hereto.
5. Executor or Advertising Hosts will have the right to terminate this Agreement, prior to its expiration, in the event of a material breach of this agreement by Executor.
6. Total amount of services specified herein shall equal (full amount in figure and in words) US Dollars, including VAT.
7. Executor shall provide a «make good» Electronic Media Campaign of equal value to the impression shortfall.
8. Customer has 5 days from the date they are notified of the shortfall to accept the «make good» campaign or Customer will forfeit the value of the impression shortfall.

9. Should a net over delivery situation occur, additional fees will be charged to the Customer.

10. Any and all appendices and supplements hereto shall be an integral part hereof.

7. Translate the sentences consulting the agreement.

1. Общая стоимость оказываемых по Договору услуг составляет (полная US сумма цифрой и прописью) долларов США без учета НДС.
2. Заказчик, как налоговый агент, обязан уплатить в бюджет Российской Федерации налог на добавленную стоимость.
3. Все налоги в стране Исполнителя оплачивает Исполнитель, все налоги в стране Заказчика оплачивает Заказчик.
4. Заказчик обязуется не позднее ____ оплатить услуги в полном объеме.
5. Исполнитель приложит все возможные усилия для того, чтобы обеспечить проведение Электронной рекламной кампании в соответствии с заказом.
6. Однако время от времени могут возникать обстоятельства, не подвластные контролю Исполнителя.
7. В результате чего объем размещенной электронной рекламы может превысить или быть меньше предусмотренного.
8. При проведении каждой Электронной рекламной кампании количество неразмещенных объявлений будет вычтено из количества объявлений, размещенных в большем объеме, чем предусмотрено в Приложении 1 к настоящему Договору.
9. Обязательства Сторон по Договору считаются полностью выполненными, а услуги принятыми Заказчиком после подписания Заказчиком «Акта приемки работ».
10. В течение срока действия Договора Заказчик настоящим дает Исполнителю всемирную, не облагаемую роялти лицензию на воспроизводство, публикацию и демонстрацию принадлежащих Заказчику торговых марок, марок услуг, логотипов, графических изображений, текста и прочих материалов, передаваемых Заказчиком Исполнителю с целью проведения рекламной кампании.

8. Dig deeper.

When using content like images, videos, or music in creative projects, it's crucial to understand the licensing terms associated with it. One common type of license is the royalty-free license, which grants users the right to use copyrighted material without the need to pay royalties or license fees for each use.

Make a research to answer the questions:

1. How does a royalty-free license work?
2. Where can I find royalty-free content?
3. Can I modify royalty-free content?
4. Do I need to credit the copyright owner when using royalty-free content?
5. Are there any other types of licenses?

Appendix

ДОГОВОР НА ОКАЗАНИЕ УСЛУГ

Г. _____

“ ____ ” _____ 20__

Г. _____

(наименование организации или ф., и., о. ИП)
действующее на основании _____,
(устава, доверенности, свидетельства о регистрации с указанием его данных)
именуемое в дальнейшем “Заказчик”, и _____,
(ф.,и.,о. физического лица)
паспортные данные

проживающий по адресу:

именуемое в дальнейшем “Исполнитель”, заключили настоящий договор о
нижеследующем.

1. Предмет договора

1.1. По договору возмездного оказания услуг Исполнитель обязуется по заданию Заказчика оказать услуги, указанные в п. 1.2 настоящего договора, а Заказчик обязуется принять и оплатить эти услуги.

1.2. Исполнитель обязуется оказать следующие услуги:

_____, именуемые в дальнейшем “Услуги”

1.3. Срок, в течение которого Исполнитель обязан оказать услуги по настоящему договору, устанавливается: с “ ____ ” _____ 20__ г.
до “ ____ ” _____ 20__ г. В этот период Исполнитель самостоятельно определяет временные интервалы для оказания конкретных услуг, указанных в п. 1.2. настоящего договора, однако при этом о времени оказания услуг уведомляет Заказчика для того, чтобы последний мог принять их надлежащим образом. Исполнитель имеет право завершить оказание услуг досрочно.

1.4. Услуги считаются оказанными после подписания акта приема-сдачи Услуг Заказчиком или его уполномоченным представителем.

2. Права и обязанности сторон

2.1. Исполнитель обязан:

2.1.1. Оказать Услуги с надлежащим качеством.

2.1.2. Оказать Услуги в полном объеме в срок, указанный в п. 1.3. настоящего договора.

2.1.3. Безвозмездно исправить по требованию Заказчика все выявленные недостатки, если в процессе оказания Услуг Исполнитель допустил отступление от условий договора, ухудшившее их качество, в течение ____ дней.

2.2. Исполнитель вправе привлечь к оказанию услуг по настоящему договору третьих лиц с письменного согласия Заказчика.

2.3. Заказчик обязан:

2.3.1. Обеспечить условия для оказания Исполнителем услуг, в том числе

(присутствие соответствующих сотрудников Заказчика во время оказания услуг, обеспечение информацией, доступ к базам данных и др.)

2.3.2. Принять по акту приема-сдачи услуг и оплатить услуги по цене, указанной в п. 3 настоящего договора, в течение ____ дней с момента подписания акта приема-сдачи Услуг.

2.4. Заказчик имеет право:

2.4.1. Во всякое время проверять ход и качество работы, выполняемой Исполнителем, не вмешиваясь в его деятельность.

2.4.2. Отказаться от исполнения договора в любое время до подписания акта, уплатив Исполнителю часть установленной цены пропорционально части оказанных Услуг, выполненной до получения извещения об отказе Заказчика от исполнения договора.

3. Цена договора

3.1. Цена настоящего договора состоит из:

3.1.1. Вознаграждения Исполнителю в размере

(_____) руб.

(сумма цифрами и прописью)

3.1.2. Суммы издержек Исполнителя в размере

(_____) руб.

(сумма цифрами и прописью)

3.2. Цена настоящего договора составляет:

(_____) руб.

(сумма цифрами и прописью)

4. Ответственность сторон

4.1. За нарушение срока оказания Услуг, указанного в п. 1.4 настоящего договора, Исполнитель уплачивает пеню из расчета ____% от суммы договора за каждый день просрочки.

4.2. За нарушение срока оплаты Услуг, указанного в п. ____ настоящего договора, Заказчик уплачивает пеню из расчета ____% от суммы договора за каждый день просрочки.

4.3. Меры ответственности сторон, не предусмотренные в настоящем договоре, применяются в соответствии с нормами гражданского законодательства, действующего на территории России.

4.4. Уплата неустойки не освобождает Исполнителя от выполнения лежащих на нем обязательств или устранения нарушений.

5. Прочие условия

5.1. Споры и разногласия, которые могут возникнуть при исполнении настоящего договора, будут по возможности разрешаться путем переговоров между сторонами.

5.2. В случае невозможности разрешения споров путем переговоров стороны после реализации предусмотренной законодательством процедуры досудебного урегулирования разногласий передают их на рассмотрение в суд по месту нахождения Заказчика.

5.2. Любые изменения и дополнения к настоящему договору действительны лишь при условии, что они совершены в письменной форме и подписаны уполномоченными на то представителями сторон. Приложения к настоящему договору составляют его неотъемлемую часть.

5.3. Настоящий договор составлен в двух экземплярах. Оба экземпляра идентичны и имеют одинаковую силу. У каждой из сторон находится один экземпляр настоящего договора.

6. Реквизиты и подписи сторон

Заказчик: _____

Адрес: _____

ИНН/КПП: _____

р/с _____ в _____

Кор/счет _____

БИК _____

Исполнитель:

Ф.И.О. _____

Паспорт _____, выдан _____

Зарегистрирован по адресу: _____

ИНН _____

Платежные реквизиты: _____

ДОГОВОР КУПЛИ-ПРОДАЖИ

кофе

Г. _____ «____» _____ 2024 г.

_____ в лице _____, действующего на основании _____, именуемый в дальнейшем «**Продавец**», с одной стороны, и _____ в лице _____, действующего на основании _____, именуемый в дальнейшем «**Покупатель**», с другой стороны, именуемые в дальнейшем «**Стороны**», заключили настоящий договор, в дальнейшем «**Договор**», о нижеследующем:

1. ПРЕДМЕТ ДОГОВОРА

1.1. Продавец продал, а Покупатель купил растворимый кофе, именуемый в дальнейшем «**Товар**», на условиях _____ в количестве, ассортименте, по ценам и срокам, указанным в Приложении №1, которое является неотъемлемой частью настоящего договора.

2. ЦЕНА

2.1. В цену товара включена стоимость тары, упаковки и маркировки, погрузки товара на борт судна, укладка товара, страховка, фрахт.

3. СРОКИ И УСЛОВИЯ ПОСТАВКИ

3.1. Поставка товара по настоящему договору должна быть произведена в сроки, обусловленные в Приложении №1 к настоящему договору. Продавцу предоставляется право досрочной отгрузки товара с разрешения Покупателя.

4. ПЛАТЕЖ

4.1. Платеж по настоящему договору осуществляется Покупателем следующим образом: Покупатель переводит на счет Продавца авансовый платеж в размере _____% от суммы настоящего договора. Оплата Покупателем оставшейся суммы в размере _____% от стоимости договора осуществляется через Банк в течение _____ дней после получения копий следующих документов:

- ☐ счет Продавца в 3-х экземплярах;
- ☐ комплект коносаментов на имя Торгового дома;
- ☐ спецификация в 3-х экз.;
- ☐ сертификат качества в 3-х экз., представленный Продавцом;
- ☐ страховой полис - один оригинал и две фотокопии;
- ☐ упаковочный лист в 1 экз. для каждого ящика.

Все банковские и другие расходы на территории Продавца несет Продавец, а территории Покупателя несет Покупатель.

5. КАЧЕСТВО ТОВАРА И ГАРАНТИЯ

5.1. Качество отгружаемого товара должно полностью соответствовать сертификату в Приложении №1 к договору.

6. УПАКОВКА И МАРКИРОВКА

6.1. Упаковка должна обеспечивать полную сохранность товара и предохранить при транспортировке всеми видами транспорта с учетом перевалок.

6.2. На каждом ящике должна быть нанесена несмываемой краской следующая маркировка по трафарету на русском языке:

- ☐ номер договора;
- ☐ номер транса;
- ☐ номер места;
- ☐ вес брутто в кг.;
- ☐ наименование получателя;
- ☐ «Осторожно»;
- ☐ «Не бросать»;
- ☐ «Держать в сухом месте».

6.3. На ящиках и изделиях не допускается любая символика, не относящаяся к предмету настоящего договора.

6.4. В случае поставки Товара в дефектной таре Покупатель имеет право вернуть товар Продавцу. В этом случае транспортные и другие расходы, связанные с поставкой и возвратом товара, относятся на счет Продавца. Основанием для возврата товара будет считаться акт, составленный в пункте назначения.

7. ПОРЯДОК ОТГРУЗКИ

7.1. Продавец сообщает по телеграфу/телефаксу Покупателю о готовности товара к отгрузке не позднее, чем за _____ дней до планируемой даты отгрузки.

7.2. В каждой отдельной накладной указывается: номер договора, номер транса, товар, его количество, количество ящиков, вес брутто и нетто. Исправления, дописки и подчистки в накладной не допускаются.

7.3. После отгрузки товара, но не позднее чем через _____ часа после отгрузки, Продавец сообщает Покупателю по телеграфу/факсу следующие данные:

- ☐ номер договора;
- ☐ наименование товара;
- ☐ номер транса;
- ☐ номер коносамента;
- ☐ дату отгрузки;
- ☐ общую стоимость Товара;
- ☐ вес брутто и нетто.

Кроме того, Продавец обязан отправить в день отгрузки курьерской почтой в адрес Покупателя копии счетов, подробных спецификаций и накладной в двух экземплярах.

8. СДАЧА-ПРИЕМКА ТОВАРА

8.1. Приемка Товара производится:

- ☐ по количеству мест, согласно количеству, указанному в накладной;
- ☐ по количеству изделий, согласно спецификации и упаковочным листам;
- ☐ по качеству, согласно качеству, указанному в сертификате качества, и техническим требованиям договора.

9. РЕКЛАМАЦИИ

9.1. Рекламации могут быть заявлены Покупателем Продавцу не позднее _____ месяцев с даты поставки в отношении качества Товара в случае несоответствия его качеству, обусловленному в договоре. В отношении количества – в случае недостачи Товара.

9.2. Содержание и обоснование рекламации должно быть подтверждено либо актом экспертизы ТПП РФ, либо актом, составленным с участием представителя незаинтересованной компетентной организации в РФ, либо коммерческим актом. Данный акт является обязательным и окончательным для обеих сторон, подтверждающим количество и качество Товара, поступившего в страну Покупателя, и основанием для произведения возможных перерасчетов.

9.3. Если при принятии груза на территории Продавца обнаружено несоответствие поставленного Товара условиям настоящего договора, Покупатель имеет право требовать от Продавца снижения стоимости Товара в отношении, определяемом сторонами по договоренности, или вернуть забракованный Товар Продавцу для замены Товаром надлежащего качества.

9.4. Все транспортные и другие расходы, связанные с поставкой и возвратом дефектного товара, несет Продавец.

9.5. Рекламации на брак могут быть заявлены Продавцу в случае, если брак был обнаружен при приемке товара.

9.6. Продавец обязан рассмотреть рекламацию и ответить Покупателю по существу рекламации в течение _____ дней, считая с даты получения ее Продавцом, но не позднее, чем через _____ дней с даты ее направления.

9.7. Расчеты по рекламациям производятся переводом сумм Продавцом на счет Покупателя.

9.8. К счету по рекламации прикладывается сама рекламация в 2-х экземплярах, документ ее обосновывающий и подтверждение Продавца о признании рекламации.

10. САНКЦИИ

10.1. Если поставка товара не будет производиться в установленные в договоре сроки, Продавец оплачивает покупателю штраф, исчисленный в стоимости недоставленного в срок Товара из расчета _____% стоимости за каждый день опоздания.

10.2. Если опоздание превышает _____ дней, начисление штрафа прекращается, и Продавец платит Покупателю сверх суммы начисленного штрафа неустойку в размере _____% стоимости не поставленного в срок товара. Уплата штрафа и неустойки не освобождает Продавца от обязанности выполнения договора.

10.3. Если просрочка в поставке всего товара или его части превышает _____ дней со дня установленного срока согласно Приложению №1, в этом случае Продавец обязан уплатить Покупателю неустойку в размере _____% от суммы всего договора или недопоставленной части договора, а Покупатель в безакцептном порядке имеет право отозвать свои денежные средства.

10.4. В случае поставки дефектного товара и/или несоответствующего по своему качеству условиям договора, Продавец платит Покупателю неустойку в размере _____% от первоначальной стоимости забракованного товара, начисляемого на Продавца при предъявлении ему рекламации.

10.5. За неправильную маркировку грузовых мест, несоответствующую условиям договора, Продавец уплачивает Покупателю штраф в размере _____% от стоимости товара, находящегося в местах с неправильной маркировкой.

10.6. За нарушение в оформлении товаросопроводительных и платежных документов Продавец обязан уплатить Покупателю штраф в размере _____% от стоимости партии товара.

10.7. За отгрузку товара в дефектной упаковке и/или упаковке, не соответствующей условиям договора, Продавец уплачивает Покупателю штраф в размере _____% от стоимости товара, находящегося в такой упаковке.

10.8. Уплата штрафа за нарушение условий договора по маркировке грузовых мест, неправильное оформление отгрузочной документации не освобождает Продавца от возмещения ущерба, нанесенного Покупателю из-за несоблюдения Продавцом указанных условий договора.

11. ФОРС-МАЖОР

11.1. Ни одна из сторон не будет нести ответственность за полное или частичное неисполнение любой из своих обязанностей, если неисполнение будет являться следствием форс-мажорных обстоятельств, как наводнение, пожар, землетрясения и другие стихийные бедствия, а также войны или военные действия разного рода, блокады, запреты на экспорт или импорт. Если любое из таких обстоятельств непосредственно повлияло на исполнение обязательства в срок, установленный в договоре, то этот срок соразмерно отодвигается на время действия соответствующего обстоятельства.

11.2. Сторона, для которой создавалась невозможность исполнения обязательства, о наступлении, предполагаемом сроке действия и прекращении вышеуказанных обстоятельств обязана немедленно, однако не позднее _____ дней с момента их наступления и прекращения, в письменной форме уведомить другую сторону. Факты, изложенные в уведомлении, должны быть подтверждены ТПП или иным компетентным органом или организацией соответствующей страны. Не уведомление или несвоевременное уведомление лишает Продавца права ссылаться на любое вышеуказанное обстоятельство как на основание, освобождающее от ответственности за неисполнение обязательства.

11.3. Если невозможность полного или частичного исполнения обязательства будет существовать свыше _____ месяцев, Покупатель будет иметь право

расторгнуть договор полностью или частично без обязанности по возмещению возможных убытков (в т.ч. расходов) Продавца.

12. АРБИТРАЖ

12.1. Все споры и разногласия, которые могут возникнуть по настоящему договору или в связи с ним, подлежат, с исключением подсудности общим судам, разрешению в Арбитражном Суде при ТПП РФ в соответствии с Регламентом указанного Арбитражного Суда. Решение Арбитражного Суда является окончательным и обязательным для обеих сторон.

13. ДРУГИЕ УСЛОВИЯ

13.1. Все сборы, налоги и таможенные расходы на территории страны Продавца, связанные с выполнением настоящего договора, оплачиваются Продавцом и за его счет.

13.2. Получение экспортных лицензий, если таковые потребуются, является обязанностью Продавца и производится за его счет.

13.3. С момента подписания настоящего договора все предыдущие переговоры и переписка по нему теряют силу.

13.4. Ни одна из сторон не вправе передать свои права и обязательства по договору третьим лицам без письменного на то согласия другой стороны.

13.5. Всякие изменения и дополнения к настоящему договору будут действительны лишь при условии, если они совершены в письменной форме и подписаны уполномоченными на то лицами обеих сторон.

13.6. Настоящий договор составлен в 2-х экземплярах на русском и английском языках, причем оба текста аутентичны и имеют одинаковую силу.

13.7. Договор вступает в силу с момента получения Продавцом авансового платежа.

14. ЮРИДИЧЕСКИЕ АДРЕСА И БАНКОВСКИЕ РЕКВИЗИТЫ СТОРОН

15. ПОДПИСИ СТОРОН

Продавец _____

Покупатель _____

БРАЧНЫЙ ДОГОВОР для состоящих в браке

Место составления _____

Дата составления _____

Гражданин Российской Федерации (иного государства или лицо без гражданства) _____ (фамилия, имя, отчество) ____ года рождения, паспорт серии _____ N _____, выдан "____" _____ г. _____ (наименование органа), зарегистрированный по адресу: _____,

и гражданка Российской Федерации (иного государства или лицо без гражданства) _____ (фамилия, имя, отчество), ____ года рождения, паспорт серии _____ N _____, выдан "____" _____ г. _____ (наименование органа), зарегистрированная по адресу: _____,

состоящие в браке, зарегистрированном _____ (орган регистрации) г. _____ от "____" _____ г., актовая запись N _____, Свидетельство о заключении брака серия _____ N _____, именуемые в дальнейшем "супруги",

в целях урегулирования взаимных имущественных прав и обязанностей как в браке, так и в случае его прекращения или расторжения, заключили настоящий брачный договор (далее - Договор) о нижеследующем:

1. ОБЩИЕ ПОЛОЖЕНИЯ

1.1. Имущество, нажитое супругами во время брака, является общей совместной собственностью супругов независимо от того, на чьи доходы оно было приобретено. Имущество, принадлежащее каждому супругу до вступления в брак, полученное в период брака каждым из супругов в дар, в порядке наследования, а также по иным безвозмездным сделкам, носящим личный характер, является собственностью того супруга, кому имущество принадлежало до брака или было передано в период брака.

1.2. К общему имуществу супругов относится имущество, нажитое супругами во время брака, а также доходы каждого супруга от трудовой, предпринимательской и интеллектуальной деятельности независимо от того, на имя кого из супругов оно было приобретено или внесены денежные средства. Владение и пользование имуществом осуществляются по обоюдному согласию.

1.3. Доходы целевого назначения (суммы материальной помощи, суммы, выплаченные в возмещение ущерба в связи с утратой трудоспособности вследствие увечья или иного повреждения здоровья и т.п.) признаются собственностью того супруга, которому они выплачены.

1.4. В период брака супруги вправе принимать на себя общие долги. Общие долги супругов при разделе общего имущества супругов

распределяются между супругами пропорционально присужденным им долям. Аналогично регламентируются и права требования по обязательствам, возникшим в интересах семьи.

1.5. Долг, принятый на себя одним из супругов без согласия другого супруга, не является общим, если не доказано, что долг принят в общих интересах семьи.

2. ОСОБЕННОСТИ ПРАВОВОГО РЕЖИМА ОТДЕЛЬНЫХ ВИДОВ ИМУЩЕСТВА

2.1. Банковские вклады, сделанные супругами во время брака, а также проценты по ним, являются во время брака и в случае его расторжения собственностью того из супругов, на имя которого они сделаны.

2.2. Ювелирные украшения, изделия из натурального меха, приобретенные супругами во время брака, являются во время брака и в случае его расторжения собственностью того из супругов, для кого были приобретены эти вещи и кто ими пользовался.

3. ПРАВА И ОБЯЗАННОСТИ СУПРУГОВ

3.1. Каждый супруг обязан проявлять надлежащую заботу о совместном имуществе и об имуществе, принадлежащем другому супругу, принимать все необходимые меры для предотвращения уничтожения или повреждения имущества, а также для устранения угрозы уничтожения или повреждения, в том числе производить необходимые расходы как за счет общих денежных средств, так и за счет иных доходов.

Каждый супруг обязан соблюдать права и законные интересы другого супруга, установленные настоящим Договором и законом, как в браке, так и после его расторжения.

3.2. Супруги обязаны воздерживаться от заключения рискованных сделок. Под рискованными сделками понимаются сделки, невыполнение обязательств по которым может привести к утрате значительной части совместного имущества, в том числе единственного жилья, имущества стоимостью более _____ рублей, либо к существенному сокращению доходов супругов, например до _____ рублей в месяц.

3.3. Каждый супруг имеет право без ограничений со стороны другого супруга пользоваться имуществом другого супруга, принадлежавшим ему до вступления в брак, в соответствии с назначением имущества.

3.4. В период брака каждый супруг вправе распорядиться принадлежавшим ему до брака имуществом по своему усмотрению, однако доходы по таким сделкам супруги признают общей совместной собственностью.

3.5. Каждый супруг обязан уведомлять своего кредитора (кредиторов) о заключении, изменении или о расторжении настоящего Договора. При

невыполнении этой обязанности супруг отвечает по своим обязательствам самостоятельно независимо от содержания брачного договора.

3.6. В случае расторжения брака имущество, принадлежавшее супругам до вступления в брак, в массу имущества, подлежащую разделу, не входит.

3.7. При расторжении брака общее имущество подлежит разделу в следующих долях:

_____ (Ф.И.О. супруга) передается _____ доля общего имущества,

_____ (Ф.И.О. супруга) передается _____ доля общего имущества

3.8. Права и обязанности, предусмотренные выше, не ограничиваются определенными сроками и не зависят от наступления или от ненаступления определенных условий (договором может быть установлено иное).

3.9. Супруг или супруга в случае отсутствия текущих ежемесячных доходов обязуются содержать друг друга, в том числе обеспечивать:

питание из расчета не меньше _____ рублей в месяц;

приобретение одежды из расчета не меньше _____ рублей в месяц;

жилищные условия из расчета не меньше _____ кв. м на человека;

оплачивать коммунальные услуги из расчета не меньше _____ рублей коммунальных платежей в месяц;

транспортное обслуживание из расчета не меньше _____ рублей в месяц;

медицинское обслуживание из расчета не меньше _____ рублей в месяц.

3.10. Супруги участвуют в доходах друг друга следующими способами:

3.11. Каждый супруг обязуется нести следующие семейные расходы:

3.11.1. Супруг - _____.

3.11.2. Супруга - _____.

3.12. В случае расторжения брака каждому супругу передается следующее имущество:

3.12.1. Супругу - _____.

3.12.2. Супруге - _____.

3.13. С момента прекращения брака супруги обязуются:

3.13.1. Супруг - _____ (материальные обязательства после прекращения брака) в течение _____ месяцев.

3.13.2. Супруга - _____ в течение _____ месяцев.

3.14. При невыполнении взаимных материальных обязательств супруги несут взаимную материальную ответственность в размере реально причиненных потерпевшему супругу убытков.

4. ДОПОЛНИТЕЛЬНЫЕ УСЛОВИЯ

4.1. Гражданка _____ (фамилия, имя, отчество) предоставляет гр-ну _____ (фамилия, имя, отчество) в период брака право пользования и проживания с правом регистрации постоянного места жительства в квартире, расположенной по адресу: _____.

В случае расторжения брака право пользования названным жильем (право проживания и регистрации постоянного места жительства) у гр-на _____ прекращается. Вследствие этого гр-н _____ обязан в течение _____ дней со дня расторжения брака освободить указанное жилье и сняться с регистрационного учета по указанному выше адресу.

4.2. Супруг не несет ответственности по сделкам, совершенным другим супругом без его письменного согласия.

4.3. Каждый из супругов несет ответственность в отношении принятых на себя обязательств перед кредиторами в пределах принадлежащего ему имущества.

4.4. Расходы на неотделимые улучшения, сделанные в период брака в квартире, указанной в п. 4.1 настоящего Договора (текущий и капитальный ремонт и т.п.), в случае расторжения брака возмещению не подлежат.

4.5. Местом совместного проживания супруги избирают _____ (адрес).

5. ЗАКЛЮЧИТЕЛЬНЫЕ ПОЛОЖЕНИЯ

5.1. Настоящий Договор вступает в силу с момента его нотариального удостоверения.

5.2. Настоящий Договор может быть изменен или расторгнут в любое время по соглашению супругов. Односторонний отказ от исполнения настоящего договора не допускается.

5.3. Действие настоящего Договора прекращается с момента прекращения брака, за исключением тех обязательств, которые предусмотрены Договором на период после прекращения брака.

5.4. По требованию одного из супругов Договор может быть изменен или расторгнут по решению суда по основаниям и в порядке, которые установлены ст. ст. 450, 451 - 453 Гражданского кодекса Российской Федерации для изменения и расторжения договора.

5.5. В случае признания брака недействительным настоящий Договор одновременно признается недействительным. К имуществу и долгам, приобретенным совместно лицами, брак которых признан недействительным, применяются положения Гражданского кодекса Российской Федерации о долевой собственности.

5.6. Споры и разногласия между сторонами решаются путем переговоров. В случае если стороны не придут к соглашению, споры разрешаются в судебном порядке в соответствии с действующим законодательством Российской Федерации.

5.7. Расходы, связанные с удостоверением настоящего Договора, оплачивает гр-н _____ (вариант: Стороны оплачивают поровну).

5.8. Настоящий Договор составлен в трех экземплярах, по одному для каждой Стороны, и один хранится в архиве консульского отдела Посольства Российской Федерации в Нидерландах по адресу: ул. Схевенингсевех, д.2, 2517 КТ г. Гаага, Нидерланды.

6. РЕКВИЗИТЫ И ПОДПИСИ СТОРОН

Супруг: _____

Супруга: _____

КОНТРАКТ №	CONTRACT №
г. Челябинск	Chelyabinsk
Компания XXXXXXXXXX , Китай, именуемая в дальнейшем "Продавец", в лице Генерального директора XXXXXXX с одной стороны, действующего на основании Устава и NNNNNNN , Россия, в лице Директора NNNNNNN , действующей на основании Устава, именуемое в дальнейшем "Покупатель", с другой стороны, заключили настоящий Контракт о нижеследующем:	Company XXXXXXX , China, hereinafter referred to as the "Seller", represented by director general XXXXXXX on the one part, acting on the basis of the charter and Company NNNNNNN , Russia, represented by its Director NNNNNNN acting on the basis of the Charter, hereinafter referred to as the «Buyer», on the other part, hereby have concluded the present Contract as follows:
1. ПРЕДМЕТ КОНТРАКТА	1. THE SUBJECT OF THE CONTRACT
1.1 Продавец продает, а Покупатель покупает продукцию, именуемую в дальнейшем Товар, в соответствии со Спецификациями к настоящему Контракту, подписываемыми Сторонами по мере поступления заказов от Покупателя, по каждой партии Товара. 1.2 Товар поставляется на условиях Инкотермс 2024 партиями по мере поступления заказов от Покупателя.	1.1 The Seller sells and the Buyer purchases products hereinafter referred to as «Goods», according to the Specifications to the present Contract, signed by the Sides in process of receipt of orders from the Buyer, on each consignment of goods. 1.2 The goods are delivered on conditions of Incoterms 2024 by consignments as the orders from the Buyer are receipt.
2. ЦЕНА И ОБЩАЯ СУММА КОНТРАКТА	2. PRICE AND TOTAL VALUE OF THE CONTRACT
2.1 Цены на Товар устанавливаются в долларах	2.1 The prices for the Goods are fixed in US dollars. The quantity, the

США. Количество, цена и наименование товара по позициям устанавливаются в Спецификациях к настоящему контракту на каждую поставку и являются неотъемлемыми частями настоящего контракта. 2.2 Общая сумма Контракта составляет: 55 000 (пятьдесят пять тысяч) долларов США. 2.3 Ассортиментный уровень и цена товаров может изменяться в соответствии с изменением конъюнктуры рынка, что будет оговариваться в частных Спецификациях являющихся неотъемлемой частью настоящего Контракта.	price and the name of the goods by positions are established in Specifications to the present contract for each delivery and are being integral parts of the present contract. 2.2 Total value of the contract is 45 000 (Fifty-five thousand) US dollars. 2.3 The range and price of Goods may change in accordance with change in market, which will be stated in particular Specifications being internal parts of the present contract.
3. СРОКИ И УСЛОВИЯ ПОСТАВКИ	3. PERIOD AND TERMS OF DELIVERY
3.1 Поставка Товара по настоящему Контракту осуществляется партиями на основании заказов Покупателя по прилагаемым к настоящему договору Спецификациям, на условиях FOB... 3.2 Датой поставки считается дата перехода товара через борт судна в морском порту ... 3.3 Продавец обязуется поставить товар в течение 90 (девяноста) календарных дней с даты получения предоплаты. 3.4 В случае если Продавец не исполнил обязательств по поставке	3.1 The delivery is realized in lots on the basis of the Buyer's orders, enclosed with the present contract Specifications, subject to conditions FOB... 3.2 The date of delivery is considered as the date of goods transition through a vessel board in sea port... 3.3 The Seller shall supply the goods within 90 (ninety) calendar days from the prepayment receiving date. 3.4 In case the Seller should fail to supply the goods during the scheduled period, the Seller is obliged to return the amount of the failed goods, within 7 (seven) days from

товара в срок, Продавец обязуется возвратить денежные средства в размере стоимости не поставленных товаров, в течение 7 (семи) дней с момента получения Претензии, но не позднее 160 (сто шестьдесят) календарных дней с даты предоплаты. Продавец обязан осуществить возврат денежных средств в банк Покупателя по реквизитам,	the moment of receipt of the Claim, but not later than 160 (one hundred and sixty) calendar days from the date of advanced payment. The Seller pays back the funds to the bank of the
указанным в статье 13 настоящего контракта. При возврате Продавцом денежных средств все банковские комиссии по переводу, в том числе и межбанковские, оплачиваются за счет Продавца.	Buyer stipulated in the Article 13 of the present contract. When returning by the Seller of money funds all bank commissions on transfer including the interbank fees are paid at the expense of the Seller.
4. УСЛОВИЯ ПЛАТЕЖА	4. TERMS OF PAYMENT
4.1 Платежи по настоящему Контракту производятся Покупателем в долларах США за каждую партию Товара путем прямого банковского перевода на счет Продавца, указанный в пункте 13 настоящего Контракта, либо на счет, указанный Продавцом. 4.2 Оплата Товара производится Покупателем в соответствии с условиями, указанными в соответствующих Спецификациях к настоящему Контракту. 4.3 В случае предоплаты, оплата осуществляется Покупателем на основании Проформы-	4.1 Payments by present Contract will be carried out by Buyer in USA Dollars for each consignment by straight bank order to the Seller's account, stated at paragraph 13 of the present Contract, or to the account stated by Seller. 4.2 The Goods shall be paid by the Buyer in accordance with the terms specified in the Specifications to this Contract. 4.3 In case of prepayment, the Buyer pays on the basis of the Seller's Proforma-Invoice issued for a consignment of the Goods in accordance with the Specification.

Инвойса Продавца, выставленного на конкретную партию Товара в соответствии со Спецификацией.	
5. ОТГРУЗОЧНЫЕ ДОКУМЕНТЫ	5. SELLER DOCUMENTS
5.1. Каждая отгрузка должна сопровождаться следующими документами: - Спецификация - Инвойс на товар - Упаковочный лист - Экспортная декларация - Сертификат происхождения	5.1. Each shipment provided following documents: - Specification - Invoice of goods - Packing list. - Export declaration - Certificate of origin
6. КАЧЕСТВО ТОВАРА	6. QUALITY OF THE GOODS
6.1 Качество проданного товара по настоящему Контракту должно соответствовать всем требованиям потребительского рынка России и требованиям Технических Регламентов ЕАЭС.	6.1 Quality of the sold Goods under this Contract must correspond to all the requirements of the consumer market of Russia and requirements of Technical Regulations EAEU.
7. УПАКОВКА И МАРКИРОВКА	7. PACKAGE AND MARKING
7.1 Товар должен отгружаться в экспортной упаковке, соответствующей характеру поставляемого Товара и установленным в РФ стандартам. 7.2 Упаковка должна обеспечивать, при условии надлежащего обращения с грузом, полную сохранность товара во время транспортировки всеми видами транспорта с учетом перевалок, а также предохранять Товар от атмосферных явлений. 7.3 На каждое грузовое место может быть нанесена	7.1 The Goods must be shipped in export package, corresponding to the shipping Goods type and prescribed by the Russian Federation standards. 7.2 Package must guarantee, on the assumption that freight is handled properly, full safety of the goods during transportation by all means of transport and reloading and protect it from precipitation. 7.3 Each shipping place should be marked as follows: destination, name of Producer or Seller and other properties, coordinated in advance by the

следующая маркировка: название пункта назначения, наименование Производителя либо Продавца и другие реквизиты, заблаговременно согласованные Покупателем и Продавцом. Грузовое место может быть промаркировано с указанием реквизитов другого получателя в случае поставки невостребованного товара. 7.4 Продавец несет все убытки, связанные с некачественной и/или несоответствующей условиям настоящего Контракта упаковкой и/или маркировкой изделий.	Buyer and the Seller. Shipping place might be marked with indication of properties of other recipient in case of delivery of unclaimed good. 7.4 The Seller awards all damages from low quality and/or inconsistent conditions of the present Contract's Package and Marking of the Goods.
8. ПРИЕМКА ТОВАРА	8. DELIVERY OF GOODS
8.1 Товар считается сданным Продавцом и принятым Покупателем по качеству - согласно данным сертификатов изготовителя или Продавца: по количеству - согласно количеству мест и весу, указанным в отгрузочной накладной.	8.1 The goods are leased by the Seller and are accepted by the Buyer by the quality in accordance with certificates of manufacturer or Seller; by quantity in accordance with the quantity of places and weight indicated in the issued invoice.
9. РЕКЛАМАЦИИ И АРБИТРАЖ	9. RECLAMATIONS AND ARBITRATIONS
9.1 Рекламации могут быть заявлены в соотношении качества поставляемой партии Товара, в случае его несоответствия его качеству, обусловленному в настоящем Контракте. И в отношении количества поставляемой продукции.	9.1 Reclamations concerning the quality of the Goods and/or the quantity in the delivered consignment of the Goods may be declared in case of disparity of quality, conditioned by this Contract. Reclamation should contain name and quantity of the declared Goods and reason of

В рекламации необходимо указать количество и наименование рекламируемого Товара, основание рекламации. 9.2 Рекламация отправляется заказным письмом с приложением всех необходимых документов, подтверждающих рекламацию. 9.3 Продавцу предоставляется право проверить на месте обоснованность рекламации. 9.4 Рекламация оформляется на основании нормативных актов ФТС РФ с применением процедуры обратного вывоза Товара по рекламации. 9.5 Все споры и разногласия, которые могут возникнуть из настоящего Контракта, подлежат разрешению через арбитражный суд.	reclamation. 9.2 Reclamation should be sent as a registered letter, including all required documents, confirming reclamation. 9.3 The seller is allowed to check up the validity of reclamation at the place 9.4 Reclamation is adjusted in accordance with legal texts of FTS RF using reclamation backward removal of Goods. 9.5 Any disputes, which may arise from or in connection with the Contract, must be settled in the International Arbitration Court.
10. ФОРС-МАЖОР	10. FORCE-MAJEURE
10.1 Ни одна из сторон не будет нести ответственность за полное или частичное неисполнение своих обязательств по настоящему Контракту в случае наступления следующих обстоятельств: непреодолимые стихийные бедствия, объявления войны, военного положения, блокады, эмбарго, действия государственных органов, публикация нормативных актов запрещающего	10.1 The parties will be released from their responsibility for partial or complete non-execution of their liabilities under the present Contract, should this non-execution be caused by: insurmountable natural disaster, declaration of war, martial law, blockades, embargos, acts of state agencies, publication of normative acts prohibiting character, the introduction of any economic and trade sanctions or any other reason beyond the reasonable control, acquired

характера, введение каких-либо торгово-экономических санкций, других обстоятельств, независящих от обеих сторон, и возникших после заключения настоящего Контракта. 10.2 Сторона, для которой создалась невозможность исполнения обязательств по настоящему Контракту, должна незамедлительно известить другую сторону о наступлении и прекращении обстоятельств, препятствующих исполнению обязательств. 10.3 Срок выполнения сторонами обязательств по настоящему Контракту, попадающих под форс-мажорные обстоятельства, меняется на время действия таких обстоятельств или их последствий. Если эти обстоятельства будут продолжаться более трех месяцев, то каждая из сторон имеет право отказаться от дальнейшего исполнения обязательств по настоящему Контракту, и в этом случае ни одна из сторон не будет иметь права на возмещение другой стороной возможных убытков.	after concluding this Contract. 10.2 The side, which is unable to fulfill its obligations under the Contract, shall immediately inform the other side about the occurrence and cessation of circumstances, that prevent from discharge of obligations 10.3 Term of performance of liabilities under this Contract, which get into force major, is changed for the time of these circumstances or their consequences. In case these circumstances last more than three months, each Part has the right to decline further execution of its liabilities under this Contract, in this case non of the Parts will have the right to award possible damages of the other Part.
11. САНКЦИИ СТОРОН	11. SANCTIONS OF PARTS
11.1 В случае не поставки или частичной недопоставки партии Товара Продавец несет ответственность в размере 100 процентов от суммы не поставленного или недопоставленного Товара.	11.1 In case of non-delivery or partial non-delivery of the consignment of Goods the Seller is liable for this at the rate of 100% from the sum of non delivered or partial non-delivered Goods. 11.2 In case of the delay of

11.2 В случае задержки платежа за поставленную партию Товара по настоящему Контракту, Покупатель выплачивает Продавцу пеню в размере 0,1 % от суммы недополученного платежа за каждый просроченный день.	payment for the delivered consignment of goods under this Contract, the Buyer pays the Seller fine at the rate of 0,1% from the unpaid sum for each day of delay.
12. ДРУГИЕ УСЛОВИЯ	12. OTHER CONDITIONS
12.1 Все изменения, приложения дополнения и спецификации к настоящему Контракту, согласованные в письменной форме и подписанные обеими сторонами лично либо посредством факсимиле, передаются посредством почтовой, факсимильной, электронной связи, будут являться его неотъемлемой частью, и иметь равную юридическую с ним силу. 12.2 Наименование, код ТНВЭД, цена товара указанные в спецификации могут изменяться в зависимости от размера товарной партии, качества и свойств товара, его производителя. Настоящий перечень товаров, указанных в спецификации к настоящему Контракту, может быть дополнен на основании заказа Покупателя. 12.3 Все предыдущие переговоры и переписка между сторонами теряет силу с момента	12.1 All the changes, enclosures, additions and specifications to this Contract, agreed in written form and signed by both Parties personally or by facsimile, are delivered by mail, facsimile or electronic means, are being an integral part of this Contract. 12.2 Names, customs codes, prices of Goods, mentioned in the Specification to this Contract, will change due to the size of the consignment of Goods, its qualities and characteristics, and manufacturer. The present list of Goods, mentioned in the Specification to this Contract, may be enlarged on the basis of the Buyer's order. 12.3 All previous negotiations and correspondence become invalid from the moment of signing this Contract. 12.4 This contract is drawn up both in Russian and in English in 2 copies, one for each part, having the same effect. 12.5 This Contract takes in effect after it will be

подписания настоящего Контракта. 12.4 Настоящий Контракт составлен на русском и английском языках в 2-х экземплярах по одному для каждой стороны, имеющих одинаковую силу. 12.5 Настоящий Контракт вступает в силу с момента его подписания обеими сторонами и действует до 31.12.2019 года включительно. 12.6 По истечении срока договора, если иное не оговорено дополнительно, договор считается продлонгированным на неопределенный срок. 12.7 Взаимоотношения сторон, не отраженные настоящим Контрактом, регулируются действующим законодательством Китая и России.	signed by two parts and acts during to 31.12.2019 year inclusive. 12.6 Upon expiration of the contract, if not otherwise stated, the contract shall be prolonged for an indefinite period. 12.7 Relationships of the contracting parties that are not reflected in this contract are settled by legislation of Russia and China.
13. АДРЕС И БАНКОВСКИЕ РЕКВИЗИТЫ СТОРОН:	13. LEGAL ADDRESSES OF THE PARTIES
ПОКУПАТЕЛЬ/BUYER:	ПРОДАВЕЦ/SELLER:

LOAN AGREEMENT

Agreement Number: _____

Agreement date: _____

This loan agreement is commenced between:

Name: _____

Address: _____

Phone Number: _____

hereinafter referred as the Lender

And

Name: _____

Address: _____

Phone Number: _____

Hereinafter referred as the Borrower

LOAN AMOUNT. The Lender promises to loan the equivalent of _____ Dollars (\$_____), to the Borrower and the Borrower promises to repay this principal amount to the Lender, at such address as may be provided in writing.

PAYMENT. This agreement, (the "Note"), shall be due and payable, including the principal and any accrued interest, in one of the following ways:

☐ Once per week beginning on _____, 20____ and to continue every seven (7) days until the balance is paid.

☐ Once per month beginning on _____, 20____ and payment is due on the ____ of every month until the balance is paid.

☐ Other: _____

All payments made by the Borrower are to be applied first (1st) to any accrued interest and then to the principal balance. The total amount of the loan shall be due and payable on the ____ day of _____, 20____.

INTEREST. The Note shall

☐ Bear interest at a rate of _____ percent (_____%) compounded annually. The rate must be equal to or less than the usury rate in the State of the Borrower.

☐ Not bear interest.

PREPAYMENT. The Borrower has the right to pay back the loan in-full or make additional payments at any time without penalty.

REMEDIES. No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights

and remedies of the Lender shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Lender.

EVENTS OF ACCELERATION. The occurrence of any of the following shall constitute an "Event of Acceleration" by the Lender under this Note:

(a) Borrower's failure to pay any part of the principal or interest as and when due under this Note; or

(b) Borrower's becoming insolvent or not paying its debts as they become due.

ACCELERATION. Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Lender's may have, Lender shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable.

SUBORDINATION. The Borrower's obligations under this Promissory Note are subordinated to all indebtedness, if any, of the Borrower, to any unrelated third party lender to the extent such indebtedness is outstanding on the date of this Note and such subordination is required under the loan documents providing for such indebtedness.

WAIVERS BY BORROWER. All parties to this Note including the Borrower and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonour, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

EXPENSES. In the event any payment under this Note is not paid when due, the Borrower agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to the maximum usury rate in the State of _____ of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Lender in exercising any of its rights and remedies upon default.

GOVERNING LAW. This Note shall be governed by, and construed in accordance with, the laws of the State of _____ (STATE NAME).

SUCCESSORS. All of the foregoing is the promise of Borrower and shall bind Borrower and Borrower's successors, heirs and assigns; provided, however, that Lender may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

Borrower's Signature: _____

Lender's Signature: _____

Witness's Signature: _____

References

<https://blog.serchen.com/how-to-write-a-contract/>
<https://qwilr.com/blog/how-to-write-a-contract/>
<https://www.business.com/articles/employment-contracts/>
<https://mfemy.com/what-is-an-employment-contract/>
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