МІНІСТЕРСТВО ОСВИТИ І НАУКИ УКРАЇНИ

ХАРКІВСЬКИЙ НАЦІОНАЛЬНИЙ УНІВЕРСИТЕТ МІСЬКОГО ГОСПОДАРСТВА

МЕТОДИЧНІ ВКАЗІВКИ ДЛЯ ОРГАНІЗАЦІЇ САМОСТІЙНОЇ РОБОТИ з дисципліни «ДІЛОВА ІНОЗЕМНА МОВА» (англійська мова) (для студентів 5 курсу денної форми навчання спеціальностей 7.07010101 – «Транспортні системи», 7.07010104 – «Організація і регулювання дорожнього руху», 7.07010102 – «Організація перевезень і управління на транспорті»)

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Укладач: Л. В. Шумейко

Рецензент: Ільєнко О.Л., к. філол. н., доцент кафедри іноземних мов

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ВСТУП

Даний збірник текстів та завдань призначений для студентів 5 курсу денної форми навчання спеціальностей 7.07010101 – «Транспортні системи», 7.07010104 – «Організація і регулювання дорожнього руху», 7.07010102 – «Організація перевезень і управління на транспорті») з метою вдосконалення і розвитку знань, навичок і вмінь з англійської мови за даною спеціальністю.

Основна мета полягає в тому, щоб відповідно до вимог програми з іноземних мов навчити студентів самостійно читати і перекладати літературу за фахом, робити адекватний переклад англомовної літератури. Тексти і завдання укладені із урахуванням основних дидактичних принципів. Основними критеріями при виборі текстового матеріалу та завдань була його інформативна та пізнавальна цінність. Граматичні завдання спрямовані на закріплення граматичного матеріалу, необхідного для читання англомовної літератури та розвитку навичок говоріння.

UNIT 1

Work at the vocabulary

Find the sentences with these words in the text and translate them into Russian

1. comprise	включать, содержать
2. divide	делить на
3. associate	ассоциировать(ся), связывать(ся)
4. ensure	обеспечивать, гарантировать, страховать
5. insurance	страховка, страхование
6. perform	выполнять, совершать
7. carriage	перевозка
8. lease	аренда, сдача внаем, сделки аренды
9. charter	фрахтовать, чартер, чартер-партия
10.distributorship	продажа товара, произведенного другим
11.deal	сделка, соглашение
12.turnkey	контракт на условиях под ключ

Read the text and do the exercises after it

COMMERCIAL ACTIVITIES AND TYPES OF CONTRACTS

Foreign trade comprises three main activities: importing (i.e. buying goods from foreign Sellers), exporting (i.e. selling goods to foreign Buyers) and re-exporting (i.e. buying goods from foreign Sellers and selling them to foreign Buyers without processing in one's own country).

All commercial activities in foreign trade may be divided into basic ones associated with the conclusion of foreign trade contracts for the exchange of goods and auxiliary ones ensuring their successful performance, i.e. associated with carriage of goods, their insurance, banking operations, as well as Customs and other activities.

There may be about 10 or more auxiliary operations to one basic. In international trade contracts of sale, contracts for construction work and lease are most frequent among a variety of basic deals. Contracts of sale include turnkey contracts and large-scale contracts on a compensation basis. There may also be barter deals and compensatory deals.

Licence agreements stand apart from all the above contracts because they do not deal with selling and buying physical goods but with the sale and purchase of ideas, scientific-technical knowledge in the form of licences, patents and know-how. As a rule there are practically no standard licence agreements. Each licence agreement is more or less unique, i.e. has its own specific individual characteristics.

To ensure the fulfillment of the above basic contracts successfully and profitably, a number of auxiliary agreements (contracts) are to be concluded: Marine Insurance Policies or Certificates, Charter Parties, Agency and Distributorship agreements and so on.

Apart from marketing carried on regularly by special marketing departments at manufacturing works or branch ministries, which helps plan foreign trade, foreign trade activities proper comprise several stages:

- 1) market research work
- 2) choosing proper methods of trade on this particular market
- 3) planning the foreign trade operation
- 4) carrying on a publicity campaign
- 5) preparation and conclusion of a contract of sale with a foreign counterpart
- 6) fulfillment of contract obligations

Understanding what you have read Read the statements and decide if they are true or false

- 1. All licence agreements do not differ.
- 2. Distributorship agreement is the only auxiliary agreement which is to be concluded.
- 3. All commercial activities in foreign trade may be divided into basic ones and auxiliary ones.
- 4. Foreign trade comprises two main activities: exporting and re-exporting.
- 5. Contracts of sale include turnkey contracts and large-scale contracts on a compensation basis.

Fill the gaps with the words given below. Fulfillment, turnkey, performed, deal with, carrying on

- 1. The conclusion of foreign trade contracts is ______for the exchange of goods.
- 2. Foreign trade activities comprise such stages as market research work, planning the foreign trade operation, _____a publicity campaign and others.

- 3. Licence agreements ______the sale and purchase of ideas, scientific-technical knowledge in the form of licences, patents and know-how.
- 4. Contracts of sale include ______contracts and large-scale contracts on a compensation basis.
- 5. ______of contract obligations is considered to be one of the stages of foreign trade activities.

Write an abstract of the text completing the sentences and paying attention to the italicized structures

- 1. The text **is entitled** ______.
- 2. It is devoted to ______.
- 3. Foreign trade **is known to** comprise three main activities: ______.
- 4. Such commercial activities in foreign trade as _____ are mentioned in the text.
- 5. Licence agreements **are described** in the text as dealing with ______.
- 6. Special attention is paid to the stages of ______.

UNIT 2

Work at the vocabulary

Find the sentences with these words in the text and translate them into Russian

1. make out	составлять, выставлять, выписывать
2. volume	объем (физ.), величина, размер
3. value	ценность, стоимость
4. marking	маркировка
5. shipment	погрузка, отгрузка, отправка
6. damage	повреждение, ущерб
7. force majeure	непреодолимая сила
8. contingency	непредвидимое обстоятельство
9. arbitration	арбитраж
10.provision	снабжение, обеспечение
11.appendix	приложение, дополнение
12.obligation	обязательство

Read the text and do the exercises after it

THE MAIN CHARACTERISTICS OF THE CONTRACT OF SALE

A written contract of sale is made out in the form of a document signed both by the Buyers and the Sellers.

When there is no necessity of introducing special terms and conditions into the contract of sale standard forms of contracts containing the following clauses are used:

- 1. Naming (definition) of the Parties
- 2. Subject of the contract and volume of delivery
- 3. Prices and the total value (amount) of the contract (including terms of delivery)
- 4. Time (dates) of delivery
- 5. Terms of payment
- 6. Transportation of goods (packing and marking, shipment)
- 7. The Sellers' guarantees (the quality of the goods)
- 8. Sanctions and compensation for damage
- 9. Insurance
- 10. Force major circumstances
- 11. Arbitration
- 12. General provisions

Also, there may be standard General Conditions which form an integral part of the contract and are either printed on the reverse side of the contract or at the foot of the face of the contract or attached to it.

In the case of a contract for sophisticated machinery and equipment there may be other clauses: technical conditions, test and inspection conditions, requirements to technical documentation, supervision of erection and putting the machinery into operation, and sending specialists for the purpose, training of the Buyers' specialist, the Sellers' obligations for technical servicing and the like. These clauses may be included in the contract itself or in the Appendices to the contract which are an integral part of it.

When detailed special terms and conditions are introduced into the contract or the agreement, it is customary to draw up an individual contract or agreement in each particular case (e.g. a turnkey contract, a licence agreement).

Understanding what you have read Read the statements and decide if they are true or false

- 1. A written contract of sale is made out in the form of a document signed by the Buyers.
- 2. Sanctions and compensation for damage is one of the clauses of a contract.
- 3. Force major circumstances are not taken into account when discussing a contract.
- 4. When detailed special terms and conditions are introduced into the contract or the agreement, it is customary to draw up an individual contract.
- 5. There are no standard General Conditions which form an integral part of the contract.

Fill the gaps with the words given below. Appendices, made out, marking, insurance, requirements

- 1. A written contract of sale is ______in the form of a document signed by the Buyers and the Sellers.
- 2. Different clauses may be included in the contract itself or in the ______to the contract which are an integral part of it.

- 3. Such clauses as arbitration, terms of payment and _____may be included into the contract.
- 4. Technical, test and inspection conditions, ______to technical documentation are usually considered in the case of a contract for sophisticated machinery and equipment.
- 5. Transportation of goods (packing and_____, shipment) is an integral clause of many contracts.

Write an abstract of the text completing the sentences and paying attention to the italicized structures

- 1. The text **is entitled** ______.
- 2. It is dedicated to _____
- 3. A written contract is known to be made out _____
- 4. It is stressed in the text that when there is no necessity of introducing _____
- 5. Such clauses of the contract as naming, ______ and others **are** mentioned in the text.
- 6. Other clauses necessary in the case of _____ are also described in the text.

UNIT 3

Work at the vocabulary

Find the sentences with these words in the text and translate them into Russian

1. fee	annon acan
	оплата, сбор
2. competitive	конкурентный, конкурентоспособный
3. custom	обычай, режим, практика
4. avoid	избегать, уклоняться
5. circulation	обращение (товара, денег)
6. advertising	реклама, рекламирование
7. promotion	содействие, продвижение
8. supply	предложение
9. demand	спрос
10.over-production	перепроизводство
11.benefit	выгода, прибыль
12.media	средства
11.benefit	выгода, прибыль

Read the text and do the exercises after it

MARKETING METHODS AND ADVERTISING

Before selling the goods, you must do a lot of marketing research first. The information needed can be obtained from trade representations, from trade associations and trade journals or from specialized consultant companies (who will do a professional market research job for you for a fee). The information you are interested in is if there is any demand for your goods, what the market potential is, what sort of competition you will meet, i.e. how the price of your goods compares with other competitive products including those produced locally, local conditions and preference, local trading customs and habits, what seasonal factors should be taken into account and the like.

But in general marketing covers not only market research, but also planning the selection (assortment) of goods, and consequently the production itself, price policy, advertising and promotion of sales, controlling the sales and post-sales servicing.

So marketing is a system of running all the business activities of a company in respect of coordinating supply and demand for the goods produced. Originally marketing was meant to help avoid over-production in advanced capitalist countries.

Marketing may also enable to coordinate production and goods circulation for the purpose of using all the resources for the benefit of people and for covering in the best possible way all their needs.

Advertising is an important means of promoting the goods that are being produced already as well as new lines in business. There are specialized firms dealing with advertising. Different kinds of mass media – TV, radio, newspapers, cinema, journals, magazines, posters, - are used for advertising goods. Special leaflets, booklets and other printed matter about the goods may be published for the same purpose. Participation in fairs and exhibitions helps promote our goods as well. Special advertising conferences may be held. The choice of media for advertising depends on the kind of goods and on the local conditions and people's habits: sometimes TV and radio ads are best, in other cases it may be trade journals or leaflets distributed among potential buyers.

Understanding what you have read Read the statements and choose the best answer (A-C) to complete the sentences.

1. Before selling the goods, you must _____

A have a written contract B do a lot of marketing research C speak to the Buyer

2. The information can be obtained from _____

A a system of running all the business activities
B promoting the goods
C trade representations, from trade associations and trade journals or from specialized consultant companies

3. Advertising is an important means of _____

A dealing with advertisingB participation in fairs and exhibitionsC promoting the goods

4. Originally marketing was meant to _____

- A help avoid over-production in advanced capitalist countries
- **B** promote the goods
- C control the sales and post-sales servicing

5. In general marketing covers _____

A participation in fairs and exhibitions

B market research, the selection of goods, the production itself, price policy, advertising and promotion of sales, controlling the sales and post-sales servicing

C trade representations, from trade associations and trade journals or from specialized consultant companies

Fill the gaps with the words given below. *Circulation, supply, advertising, fee, media*

- 1. All the business activities of a company in respect of coordinating ______ and demand for the goods produced are included into marketing.
- 2. Different leaflets, booklets and other printed matter about the goods may be published for_____.
- 3. A professional market research job can be done for you for a _____.
- 4. Marketing may also enable to coordinate production and goods ______ for the purpose of using all the resources for the benefit of people.
- 5. The choice of ______ for advertising depends on the kind of goods and on the local conditions and people's habits.

Write an abstract of the text completing the sentences and paying attention to the italicized structures

The problems of ______ have been described in the text. 1. It has been pointed out in the text that before selling the goods _____. 2. The information needed **is expected to** be obtained ______. 3. Much attention is paid to ______. 4. 5. It is known to cover _____. Marketing **is considered to** be a system ______. 6. Advertising is described in the text _____ 7. Such kinds of mass media as _____, used for 8. advertising goods **are mentioned** in the text.

UNIT 4

Work at the vocabulary

Find the sentences with these words in the text and translate them into Russian

1. carry on	совершать, вести, продолжать
2. middleman	посредник
3. joint	общий, совместный, акционерный
4. set up	создавать, учреждать
5. deal in	заниматься чем-либо, торговать
6. joint-stock company	акционерное общество
7. fluctuation	колебание, неустойчивость
8. warehouse	склад (товарный)
9. facilities	оборудование, средства обслуживания
10.sort out	рассортировать, отбирать
11.network	сеть
12.delivery	доставка

Read the text and do the exercises after it

METHODS OF FOREIGN TRADE

Foreign trade may be successfully carried on through middlemen:

- 1) through associations and firms of the Ministry of Foreign Economic Relations
- 2) through foreign agency firms and
- 3) through joint companies abroad. Apart from this it may be carried on at Commodity Exchanges, at auctions, fairs and by tenders

Nowadays in accordance with the policy of restructuring more and more manufacturing enterprises have the right to sign contracts with foreign companies direct through their own import-export departments. Also, joint enterprises are being set up to manufacture products for sale in different countries.

Manufacturers may choose to deal in their goods through intermediaries. It often depends on the kind of merchandise and market available.

When new markets are to be gained, it may be advantageous to use the services of foreign agents who have a long experience of trading and know the markets in their countries better.

The manufacturing works may set up joint-stock companies in foreign countries and deal in their goods through them. The advantages of this method of trade are the following:

- 1) They know the market and market fluctuations better.
- 2) They have their own warehouses in their countries.
- 3) They may always have the goods and spare parts in stock.
- 4) They often have facilities to process the goods additionally if necessary, to sort them out and pack.

5) They have a wide well-established marketing network.

Commodity Exchanges deal in raw materials and some items of produce, such as cotton, wheat, vegetable oils, etc. as these goods can be accurately graded and the grades practically remain unchanged every year.

The goods like fur, tea, bristles, spices whose quality varies from year to year, from lot to lot can not be accurately graded and are sold at auctions according to sample. Horses or other animals are also sold and bought at auctions.

Trade by tenders is frequently used for construction work or for delivery of goods. General terms and conditions of the future deal are announced beforehand and the contract is given to the Suppliers who offered the lowest price and the most favorable terms.

Understanding what you have read

Read the statements and choose the best answer (A-C) to complete the sentences.

1. In accordance with the policy of restructuring ______.

A the goods like fur, tea, bristles, spices are sold at auctions B the manufacturing works may set up joint-stock companies C manufacturing enterprises have the right to sign contracts with foreign companies

2. When new markets are to be gained ______.

A horses are sold and bought at auctionsB they have their own warehousesC it may be advantageous to use the services of foreign agents

3. Commodity Exchanges deal in _____.

A market fluctuationsB raw materials and some items of produceC conditions of the future deal

4. Trade by tenders is frequently used for ______.

A construction work or for delivery of goodsB joint-stock companiesC the goods like fur, tea, bristles

5. Animals are usually sold at ______.

1.

A Commodity Exchanges B auctions C their own warehouses

Fill the gaps with the words given below. Auctions, Joint-stock companies, trading, middlemen, graded

_____ may be set up by the manufacturing works.

2. Fur, tea, bristles, spices whose quality varies from year to year, from lot to lot can not be accurately graded and are sold at _____.

- 3. Foreign trade may be successfully carried on through______.
- Foreign agents have a long experience of ______ and know the markets 4. in their countries better.
- Cotton, wheat, vegetable oils, can be accurately _____ and the grades 5. practically remain unchanged every year.

Write an abstract of the text completing the sentences and paying attention to the italicized structures

- 1.
- The text is entitled ________. The issues of _______ have been considered in the text. 2.
- 3. It is stressed in the text that foreign trade may be successfully carried on through .
- Manufacturing enterprises **are known to** have the right to ______. 4.
- The services of foreign agents who have _____ are 5. expected to be used when_____.
- Such advantages of setting up Joint-stock companies as are 6. presented in the text.

Commodity Exchanges **are described** as dealing in ______. 7.

_____ is also mentioned in the text. 8.

UNIT 5

Work at the vocabulary

Find the sentences with these words in the text and translate them into Russian

пересылка, перевод
перевод, перечисление (денежных сумм)
преодолеть
исполнение, выполнение
ведение дел, сделка
перевозка грузов
платеж в форме инкассо
тратта, переводной вексель
скидка
тратта с оплатой по предъявлении
авансом (оплата)
полная уверенность, доверие

Read the text and do the exercises after it

TERMS OF PAYMENT

Payment in foreign trade may be made in cash and on credit. There are different methods of cash payment:

1. **By cheque** (but cheques are mostly used for payment in home trade).

- 2. **By telegraphic or telex transfers** or post (mail) remittance which is made from the Buyers' bank account to the Sellers' in accordance with the Buyers' letter or instruction.
- 3. **By letter of credit.** The letter of credit is the most frequently used method of cash payment because it is advantageous and secure both to the Exporter and to the Importer though it is more expensive than payment by transfer. It overcomes the gap between delivery and payment and gives protection to the Sellers by making the money available for them on the fulfillment of the transaction and to the Buyers because they know that payment will only be made against shipping documents giving them the title for the goods.
- 4. **Payment for collection** does not give any advantages to the Exporter because it does not give any guarantee that he will receive payment in time or at all. Most modern business is done on a credit basis which may be:
- 1) by **drafts** the Exporter credits the Importer which is advantageous to the latter. A draft is an order in writing from a Creditor to a Debtor to pay on demand or on a named date a certain sum of money to a company named on the Bill, or to the order. It is drawn by the Sellers on the Buyers and is sent through a bank to the Buyers for acceptance. The draft becomes legally binding when signed and dated by the Buyers on its face.

If the exporter wants immediate payment, he can discount the draft in return for a cash advance with a bank for a commission. Besides, he may leave it with a bank as security for a loan.

There may be two main types of drafts:

Sights Drafts, which are payable on presentation or on acceptance and **Term Drafts**, which are drawn at various periods and are payable at a future date and not immediately they are accepted.

- 2) **in advance** (the Importer credits the Exporter, for example, the contract may stipulate a 10 or 15% advance payment, which is advantageous to the Sellers). This method is used when the Buyers are unknown to the Sellers or in the case of a single isolated transaction or as part of combination of methods in a large-scale (transaction) contract.
- 3) **On an open account.** Open account terms are usually granted by the Sellers to the regular Buyers or customers in whom the Sellers have complete confidence, but sometimes they are granted when the Sellers want to attract new Buyers then they risk their money for that end. Actual payment is made monthly, quarterly or annually as agreed upon. This method is disadvantageous for the Exporter, but may be good to gain new markets.

Understanding what you have read

Read the statements and choose the best answer (A-C) to complete the sentences.

- 1. Payment in foreign trade is usually made _____
 - A in cash B on credit and in cash C On an open account

2. Modern business is done on a credit basis which may be: _____

- **A** Payment for collection
- **B** in advance
- C by drafts, in advance and on an open account

3. Cash payment may be done _____

A by letter of credit

B by cheque, by telegraphic transfers, by letter of credit and for collection **C** by drafts

4. The exporter can discount the draft in return for _____

- A a cash advance with a bank for a commission
- **B** open account
- C payable at a future date

5. Open account terms are sometimes granted when _____

A the Sellers want to attract new Buyers B the exporter wants immediate payment C the Exporter credits the Importer

Fill the gaps with the words given below. Confidence, payment for collection, remittance, debtor, draft

- 1. A draft is an order in writing from a Creditor to a ______ to pay on demand or on a named date a certain sum of money to a company named on the Bill.
- 2. Open account terms are usually granted by the Sellers to the regular Buyers or customers in whom the Sellers have complete_____.
- 3. _____ does not give any advantages to the Exporter because it does not give any guarantee that he will receive payment in time or at all.
- 4. Telegraphic or telex transfers or post (mail) ______ is made from the Buyers' bank account to the Sellers'.
- 5. The ______ becomes legally binding when signed and dated by the Buyers on its face.

Write an abstract of the text completing the sentences and paying attention to the italicized structures

- 1. _____have been considered in the text.
- 2. It is pointed out in the text that payment in foreign trade may be made_____.
- 3. Such methods of cash payment as ______ are described in the text.
- 4. Most modern business is known to be_____.
- 5. Much attention is paid to_____.
- 6. _____ are considered to be the main types of drafts.

UNIT 6

Work at the vocabulary

Find the sentences with these words in the text and translate them into Russian

2. constitute c	оговаривать, ставить условием составлять, быть составной частью
	основа, структура, рамки
-	стоимость, страхование, фрахт
5. FOB, f.o.b.	свободно на борту
6. EXW	«с завода»
7. parties y	участники, стороны
8. freight	теревозка грузов, фрахт
9. expenses p	расходы
10.destination п	тункт назначения
11.at the disposal B	в распоряжении
12.entrust	поручать, доверять

Read the text and do the exercises after it

TERMS OF DELIVERY

The contract of sale stipulates/apart from the object of the agreement (the goods)/ the price and the terms of delivery (price and transport clauses), which constitute the framework of the subsequent agreements on financing, insurance and transport.

In accordance with the responsibilities of the parties in respect of the expenses of delivery and the risks of accidental damage to or loss of the goods there may be various terms of delivery.

Most frequently used terms of delivery in international trade are CIF (cost, insurance, freight) and FOB (free of board).

A c.i.f. price includes apart from the value of the goods the sums paid for insurance and freight (and all other transportation expenses up to the place of destination), which an f.o.b. price does not, that means the latter must be lower than the former since it only includes the value of the goods, transportation and other expenses until the goods are on board vessel. On f.o.b. and c.i.f. terms the Sellers bear the risk of accidental loss of or damage to the goods until the goods pass the ship's rail.

Other terms of delivery that may be used in foreign trade are:

- 1) **EXW** free on works, which means delivery of the goods from the factory gates of the Sellers, with all charges thereafter to be paid by the Buyers and the risk of accidental damage to or loss of the goods to be borne by them
- 2) **FOR** = free on rail (FOC = free on car, FOT = free on trucks) which means that the Sellers pay all charges up to and including the placing of the goods on a railway train. The risk of accidental damage to or loss of the goods passes when the goods have been entrusted to the carrier.

- 3) **FAS** = free alongside ship, which means that the Sellers pay for all the charges up to and including the placing of the goods alongside ship, but does not pay for loading. The risk passes when the goods have been effectively placed alongside the vessel in the named port of shipment.
- 4) **CAF** = cost and freight, which means that the Sellers undertake to pay for the cost of transport of the goods to a specified destination having allowed for this in their sales price. The risk passes when the goods have crossed the ship's rail at the port of loading.
- 5) **Ex ship** with port of destination indicated which means that the Sellers pay for all charges up to and including the placing of the goods at the disposal of the Buyers on board the vessel at the port of destination. The risk passes accordingly.
- 6) **Ex quay** with port of destination indicated which means that as compared with the previous terms, the Sellers pay for unloading the goods and the risk does not pass until the goods are placed on the quay in the port of destination.
- 7) **Free carrier.** It is based on the same principles as the old FOB clause, but there is an important distinction in that the risk passes from the Sellers to the Buyers at the place where the goods have been delivered to the contracting carrier.

Understanding what you have read

Read the statements and choose the best answer (A-C) to complete the sentences.

7. Most frequently used terms of delivery in international trade are

A CIF (cost, insurance, freight) and FOBB Ex quay and free carrierC buyers and sellers

8. The Sellers pay for unloading the goods and the risk does not pass until

A the goods are placed on the quay in the port of destination.B the Sellers pay for all chargesC the goods pass the ship's rail

10. The risk of accidental damage to or loss of the goods passes when

A the parties signed an agreement

B the Sellers pay for unloading

C the goods have been entrusted to the carrier

11. _____ the Sellers bear the risk of accidental loss of or damage to the goods until the goods pass the ship's rail. A On f.o.b. terms

B On f.o.b. and c.i.f. terms **C** On c.i.f. terms

Fill the gaps with the words given below. Carrier, delivery, Free on works, FAS, insurance

- 1. The risk of accidental damage to or loss of the goods passes when the goods have been entrusted to the _____.
- 2. _____ means delivery of the goods from the factory gates of the Sellers, with all charges thereafter to be paid by the Buyers.
- 3. The contract of sale stipulates the price and the terms of_____
- 4. _____ means that the Sellers pay for all the charges up to and including the placing of the goods alongside ship, but does not pay for loading.
- 5. A c.i.f. price includes apart from the value of the goods the sums paid for ______ and freight.

Write an abstract of the text completing the sentences and paying attention to the italicized structures

- 1. The issues of ______have been considered in the text.
- 2. The contract of sale is known to_____
- 3. _____have been described in the text in detail.
- 4. _____ **are considered to be** the most frequently used terms of delivery.
- 5. _____ are also paid attention to in the text.
- 6. The content of each term **is presented**_____.

UNIT 7

Work at the vocabulary

Find the sentences with these words in the text and translate them into Russian

 patent agreement ownership permit licence safeguard trademark retain expiration 	патент соглашение, договор собственность, право собственности разрешать, позволять, пропуск лицензия охранять, гарантировать торговый знак удерживать, оставлять окончание, истечение (срока)
9. expiration	окончание, истечение (срока)
10.remain	оставаться

Read the text an do the exercises after it

LICENCE AGREEMENTS

Trade of scientific-technical achievements on the basis of licence agreements appeared as far as in the XVIII century.

During the second half of the XIX century licence trade was mainly practiced within countries with large local markets. By the beginning of the XIX century it started to develop internationally. The fast development of international trade in licences testifies that their import saves a lot of time, money and labor on one's own research and design work.

After World War II licence trade flourished. It considerably changed geographically because East European countries began practicing it and the developing countries of Asia, Africa and Latin America started importing licences.

The patent issued for the invention gives its owner, for the period of time of it being in force, the right to produce, use or sell the products on the monopoly basis of the invention or specified methods of their production. If the patent owner in consideration of payment transfers the complete ownership of the patent on the invention to another person, i.e. the full rights to use his invention, then it is the sale of patent on the basis of a patent agreement. If the patent owner retains the right to ownership of the invention and only permits in consideration of payment to use his right for certain period of time, then it is the sale of a licence on the use of invention on the basis of a licence agreement.

Under licence agreement export (import) scientific achievements may be made both independently and along with the sale of goods required to realize scientific-technical achievements for industrial (commercial) use.

International licence agreements may be classified according to their subject, according to the volume of rights transferred and according to the methods of safeguarding the subject of the licence agreements.

The subject of the licence agreement may be inventions, industrial samples, the right to use them and trademarks, know-how and scientific-technical and other knowledge associated with them and required to realize the aims of the licence agreements.

According to the volume of the rights transferred there are three types of licences:

- 1. Simple (standard, non-exclusive) licences when the licensor permits the licensee on certain conditions to use the subject of the licence agreement, retaining the right to use it himself or to transfer licences on similar conditions to any other persons (firms) concerned.
- 2. Non-standard (exclusive) licences when the licensor gives the licensee the exclusive (monopoly) right to use the subject of the licence agreement on the conditions specified and limited geographically. In this case the licensor has no right to use the licence in the licensee's country himself or to sell it to the third persons.

3. Full licences when the licensor gives the licensee the monopoly right to use the subject of the licence within the period of time specified. The licensor remains the owner of the patent and can break the licence agreement in certain circumstances at his option and can use it upon the expiration of the term of the licence agreement. But while it is in force, the licensor has no right to use it himself or sell similar licences to other persons.

Understanding what you have read Read the statements and decide if they are true or false

- 1. After World War I licence trade flourished.
- 2. The subject of the licence agreement may be inventions, industrial samples, the right to use them and trademarks, know-how and scientific-technical and other knowledge associated with them.
- 3. The fast development of international trade in licences testifies that their import requires a lot of time, money and labor on one's own research and design work.
- 4. Full licences when the licensor gives the licensee the monopoly right to use the subject of the licence within the period of time specified.
- 5. The patent issued for the invention gives its owner, for the period of time of it being in force, the right to produce, use or sell the products on the monopoly basis of the invention.

Fill the gaps with the words given below.

Remains, licensor, safeguarding, trademarks, patent

- 1. International licence agreements are classified according to their subject, volume of rights transferred and the methods of ______ the subject of the licence agreements.
- 2. The _____ may give the licensee the monopoly right to use the subject of the licence.
- 3. Inventions, industrial samples, the right to use them and _____ may be considered as the subject of the licence agreement.
- 4. The licensor ______ the owner of the patent and can break the licence agreement in certain circumstances at his option.
- 5. The ______ issued for the invention gives its owner the right to produce, use or sell the products on the monopoly basis.

Write an abstract of the text completing the sentences and paying attention to the italicized structures

- 1. The issues of _____ have been considered in the text.
- 2. _____ **are known to** appear in the XVIII century to develop internationally by the beginning of the XIX century.
- 3. The import of licences is considered to ______.

- 4. Characteristic features of _____ are described in the text in detail.
- 5. The patent issued for the invention **is expected to** give its owner, for the period of time of it being in force, _____.
- 6. The sale of patent on the basis of a patent agreement **is described** in the text as the case when ______.
- 7. International licence agreements may be classified according to
- 8. _____ are mentioned in the text as different subjects of the licence agreement.
- 9. According to the volume of the rights transferred such types of licences as **are presented** in the text.

Grammar reference

The Gerund

	Active	Passive
Indefinite	writing	being written
Perfect	having written	having been written

The gerund can be used in the sentence as subject, predicative and object, It can be preceded by a preposition, by a possessive pronoun or a noun in the Possessive case.

Reading is useful. (subject)

My hobby is **traveling**. (predicative) He is fond of **playing** tennis. (object)

The gerund can be used after:

a) such verbs as: begin, start, stop, go on, continue, keep on, finish, give up, like, hate, prefer, enjoy, remember, avoid, deny, forgive, intend, suggest, propose, forgive, need, want, require, mind.

I *started* **learning** English two years ago. He *gave up* **smoking** at the age of fifty. We *enjoy* **traveling** by car. I *suggest* **taking** a taxi. I *remember* **going** to the country. My car *needs* **repairing**. I don't *mind* **speaking** English.

b) **verbs with prepositions:** *thank for, agree to, put off, approve of, succeed in, speak of, prevent from, insist on, object to, persist in, think of.*

I *think of* **buying** a new flat. I *thank* you *for* **helping** me. He *insisted on* **traveling** abroad. c) such prepositions as: by, before, without, instead of, after, on (upon, by, in spite of.

After **passing** the exams he went to the seaside. She went to school *without* **having** breakfast. He went for a walk *instead of* **doing** his homework.

d) some abstract nouns with prepositions: the idea of, the importance of, the reason for.

He didn't understand *the importance of* **learning** foreign languages. I liked *the idea of* **spending** the weekend in the country.

e) some expressions: be fond of, be tired of, be interested in, it's no use, it's no good, it's worth, can't help, look forward to, be surprised at, be used to, be accustomed to etc.

I *am fond of* **reading** detective stories. She *couldn't help* **laughing**. This film *is worth* **seeing**.

The Past Perfect Tense

had + Participle II

1. Употребляется для выражения действия, состоявшегося ранее другого действия в прошлом, выраженного глаголом в **Past Indefinite**:

I told you I had sold my car.

When she came home I had already done my homework. We had studied the problem seriously before we began to discuss it.

2. Употребляется для выражения минувшего действия, которое уже закончилось к определенному моменту в прошлом.

I had done my homework by eight o'clock.

The Infinitive

	Active	Passive
Indefinite	to write	to be written
Continuous	to be writing	-
Perfect	to have written	to have been written

Indefinite Infinitive употребляется:

1. Если действие, которое он выражает, является одновременным с действием, выраженным глаголом-сказуемым предложения:

I am sorry **to hear** it.

It is interesting **to read** books in English.

2. С глаголами, которые выражают намерение, надежду, желание и т.п.:

I decided **to go** alone. We hope **to see** you soon.

3. С модальными глаголами часто выражает будущее действие:

They may **come** tomorrow. He should **see** a doctor.

Continuous Infinitive выражает длительное действие, которое происходит одновременно с действием, выраженным глаголом-сказуемым:

She seemed to be listening.

It was pleasant to be driving a car again.

Perfect Infinitive выражает действие, которое предшествует действию, выраженному глаголом-сказуемым:

I was pleased to have translated the article.

С модальными глаголами should, ought, could, might в утвердительной форме, а также после was/were в модальном значении указывает на то, что действие не состоялось:

He should **have seen** a doctor. He was **to have done** it.

The Infinitive употребляется в **страдательном залоге**, если существительное или местоимение, к которому он относится, обозначает **объект** действия, выраженного инфинитивом:

She didn't want **to be found**.

Infinitive constructions

The Objective-with-the-Infinitive Construction is used after verbs:

a) of sense perception: to hear, to see, to watch, to feel, to observe, to notice, etc.
I saw him enter the room.
I beyon't beard envoye call me

I haven't heard anyone **call** me.

b) of mental activity: to know, to think, to consider, to suppose, to find, to feel, to expect, etc.
I know him to be honest.

Everybody expected Ann to marry him.

c) of declaring: to pronounce, to declare, to report

She declared him to be the most hardworking student.

d) of wish and intension: to want, to wish, to desire, to mean, to intend.

He intended me **to go** with him. She desired me **to follow** her upstairs.

e) of order and permission: *to order, to allow, to suffer*(допускать, разрешать), etc. She ordered his carriage **to be** ready early in the morning.

f) of feeling and emotion: to like, to dislike, to love, to hate, cannot bear, etc.

I dislike you **to talk** like that. I cannot bear you **to make** noise.

g) of compulsion: *to make*(заставить), *to cause*(заставить), *to get*(добиться), *to have*(заставить).

The noise caused her **to awake**. I cannot get her **to learn** this rule.

The Subjective Infinitive Construction is used with verbs denoting:

a) sense perception: *to see, to hear*, etc.

He was seen to disappear in the distance.

b) mental activity: to think, to consider, to know, to expect, to believe, to suppose.

He was considered **to be** a great man. She is known **to be** a good expert.

Functions of *one*, *that*, *it One*

The indefinite personal pronoun *one* is often used in the sense of any person or every person in the function of a subject or an object. It may also be used in possessive case.

One must keep *one's* word. *One* doesn't like to be punished.

2. One may be used as a word-substitute (in singular and in plural):

This book is more interesting than that *one*. These books are more interesting than those *ones*. The next day was even worse than the *one* before.

That

1. That may be used as a demonstrative pronoun and points at what is farther away in time or space. That may be applied both to a person and a thing.

I like *that* fellow.

That house was a sort of Chinese pill-box.

2. *That* is also used in the function of a conjunction in compound sentences.

He didn't know *that* we had already passed our exams.

1. It stands for a definite thing:

The door opened. It was opened by a stranger.

2. It points out some person or thing expressed by a predicative noun.

It was a large room with a great window.

- 3. The impersonal **it** is used:
- a) to denote natural phenomena: It often rains in autumn. It is cold.
- b) to denote time and distance: It is half past six. It is a long way from here.

4. The introductory **it** introduces the real subject:

It's no use speaking to him about that. It was interesting to speak to her.

5. The emphatic **it** is used for emphasis: **It** was he who had bought my old house.

Passive Voice

to be + Participle II Present Simple

A house **is built** by my friend. Books **are taken** from the library. This work **can be done** by him today.

Past Simple

A letter was written by Dan.

Future Simple

A new car **will be bought** by him next year.

Present Perfect

The car has been already sold.

Present Continuous

The problem is still being discussed.

Participle I, Participle II

Participle I	Active	Passive
Present Participle	writing	being written
Perfect Participle	having written	having been written
Participle II	-	written

The girl **speaking** to her friend is my sister. Who is this **smiling** boy? The weather **being** fine, we went to the country. **Being** late I took a taxi.

Having passed the exams he went to the seaside.

When **crossing** the street first look to the left.

I didn't like the book, **written** by him.

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Укладач: Шумейко Людмила Василівна

Віповідальний за випуск І.О. Наумова

За авторською редакцією

Комп'ютерний набір і верстання Л. В. Шумейко

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