

BUSINESS ENGLISH

АНГЛИЙСКИЙ ЯЗЫК
ДЛЯ МАГИСТРАНТОВ
ДНЕВНОГО И ВЕЧЕРНЕГО ОТДЕЛЕНИЙ



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Настоящее пособие предназначается для магистрантов дневного и вечернего отделений ОИ МГЮА имени О.Е.Кутафина. Цель данного пособия – последовательное обучение студентов грамматике и правовой лексике английского языка на основе образовательных текстов, адаптированных для студентов-юристов.

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Предисловие

Настоящее пособие предназначается для магистрантов дневного и вечернего отделений ОИ МГЮА имени О.Е.Кутафина. Цель данного пособия – последовательное изучение правовой лексики на основе образовательных текстов, объединенных в шесть тематических блоков: "Формы предпринимательства", "Коммерческий риск", «Управление компаниями», "Реорганизация компании", "Договорные отношения", "Деловое общение".

Виды заданий, предлагаемых в учебном пособии:

BEFORE READING - задание выполняется до прочтения тематического текста

SCANNING - подробное изучение текста

LEXIS - лексический минимум, который необходимо усвоить при изучении текста

QUESTIONS - вопросы к прочитанному тексту

AGREE OR DISAGREE - задание предполагает оценку соответствия предложений содержанию изученного материала; если предложение не соответствует действительности, то необходимо внести соответствующие изменения и дать исправленный вариант предложения

SUPPLEMENT FURTHER INFORMATION - задание, предполагающее поиск дополнительной информации по изучаемой проблеме

DEBATES - спорные суждения, выносимые для детального обсуждения темы и для обоснования студентами своей точки зрения по заявленной проблеме

KEY WORDS - ключевые слова по изученной теме; необходимо дать толкование каждого из них, используя материал прочитанных текстов

Unit 1. Forms of Business Organization



1.1. SCANNING

Creation and Operation of a Sole Proprietorship

1. A sole proprietorship is a form of business that is owned and operated by one person. However, that owner may have any number of agents or employees. A sole proprietorship is the most common type of business and is the easiest to form. Typical sole proprietorships are repair shops, small retail stores, and service organizations.

2. A person who goes into business as a sole proprietor can choose to operate under his own name or under a fictitious name. In selecting a fictitious name, sole proprietors must not choose a company name already in use.

3. There usually are few formal requirements in establishing a sole proprietorship. However, some sole proprietorships, such as restaurants and motels, are required to have licenses to legally operate as businesses. Other sole proprietors, such as barbers or plumbers, must have occupational licenses as well as certain types of liability insurance.

4. Advantages of a sole proprietorship

Sole proprietorships offer specific advantages. These advantages include:

- Ease of creation: a sole proprietorship is the easiest form of business association to form. To create a sole proprietorship, a person needs only to begin the operation of the business.

- Total control: sole proprietorships offer business owners complete control over the operation of the business. All decisions are up to the sole proprietor. However, a sole proprietor is always free to seek the advice of experts such as accountants, attorneys, and financial planners.

- Retention of profits: the proprietor is entitled to keep all of the profits that the firm makes. Proprietors must still pay taxes on the profits that they make, however.

- One-time taxation of profits: sole proprietorships do not pay taxes as a business. Rather, the individual sole proprietor who owns the business pays taxes based upon his or her income.

5. Disadvantages of a sole proprietorship

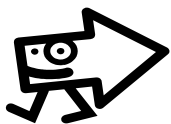
Sole proprietorships have several disadvantages. They include:

- Limited capital: the business owner has limited access to capital. All money used to finance the business must come from the proprietor's savings or income, or from loans obtained by the proprietor.

- Unlimited liability: perhaps the biggest disadvantage of a sole proprietorship is unlimited liability. Unlimited liability means that the business owner is responsible for all losses experienced by the business.

- Limited human resources: as the only person responsible for the decisions that affect the business, a sole proprietor is subject to tremendous stress. This stress is multiplied when the owner must make decisions that are outside his or her areas of expertise. Even if he or she consults an expert in such cases, the decision-making responsibility still falls upon the owner.

- Limited lifetime: unlike a corporation, which has perpetual existence, a sole proprietorship lasts only as long as the proprietor. When the proprietor dies or chooses to sell or close the business, the company no longer exists.



LEXIS

sole proprietorship - единоличное владение (форма владения, при которой все активы принадлежат одному владельцу)

business - предприятие, фирма

own - иметь на праве собственности, владеть

owner - владелец; собственник, хозяин

agent - представитель, посредник, доверенное лицо

employee - служащий, сотрудник, работающий по найму

proprietor - собственник, владелец; обладатель, хозяин

fictitious name - вымышленное имя

occupational license – разрешение на занятие определенной профессиональной деятельностью

advantage - преимущество

ease of creation – простота/лёгкость в создании

total control – полный контроль, полная подотчетность

be up to – зависеть от, быть в ведении

retention of profits – удержание/сохранение всех доходов

one-time taxation of profits – единовременное/разовое взимание налога на прибыли

disadvantage - недостаток

limited capital – ограниченное количество собственных средств владельца предприятия

access to - доступ к

savings or income - накопления или полученная прибыль

loan – заимствование, заём

unlimited liability - неограниченная ответственность

be responsible for - быть ответственным за что-либо, нести ответственность за

human resources - трудовые ресурсы, кадры

be subject to - зависеть от, подвергаться действию
decision-making - процесс принятия решения, выбор решения
fall upon - выпасть на чью-л. долю, доставаться
limited lifetime - ограниченный период существования
perpetual existence - бессрочное существование



1.2. QUESTIONS

1. How does a sole proprietorship begin?
2. What are the advantages of a sole proprietorship?
3. What are the disadvantages of a sole proprietorship?
4. What is a sole proprietorship?

1.3. AGREE OR DISAGREE

1. All sole proprietorships operate under fictitious names.
2. Like a corporation a sole proprietorship has perpetual existence.
3. Under the law a sole proprietor may not employ agents.
4. Unlimited liability is an advantage of a sole proprietorship.

1.4. SUPPLEMENT FURTHER INFORMATION on the topic “Sole proprietorship”.



1.5. SCANNING

The Nature of Partnership Part 1

1. **Forming a general partnership.** When two or more competent parties combine their money, labor, and skills for the purpose of carrying on a lawful business, they create a general partnership. The partners will share in the profits and losses arising from the undertaking. General partnerships can be formed in one of three ways: by agreement, by proof of existence, or by estoppel.

2. **By agreement.** Forming a general partnership by agreement requires the valid assent of all parties. Such an agreement is usually express and may be written or oral. However if a partnership is to last more than a year, it must be evidenced in writing. Following the same principle, a partnership formed to sell, buy, or lease real property must also be in writing. The partnership agreement is known as the articles of partnership.

3. There are many possible points of difference between partners, so the agreement should be clearly and fully explained. Some important issues that should be covered include the following:

- parties to the agreement
- specific nature, scope, and limits of the business

- planned duration of the business
- amount of each partner's original investment and procedures for future investments
- provisions regarding salaries, withdrawal of funds, and the division of profits
- terms under which a partner may withdraw from the partnership.

Figure 1 Partnership Formation

Form	Definition
Partnership by contract	Express agreement drawn up by partners Articles of partnership
Partnership by proof of existence	Individuals form partnership because of their method of doing business Sharing of profits is <i>prima facie</i> evidence
Partnership by estoppel	Third party led to believe a partnership exists No true partnership created

4. **By proof of existence** Drawing up the articles of partnership is not the only way to form a partnership (see Figure 1). Sometimes a partnership can be formed because of the way that two or more people conduct their business together. Such a partnership is termed a partnership by proof of existence. The law provides a list of characteristics to determine whether a partnership actually exists. The sharing of profits is at the top of this list. If two or more people share the profits of a business venture, it will be difficult for them to deny that a partnership exists.

5. However, there are exceptions to the rule. A person may share profits and not be able to claim partnership status if the share that is paid is one of the following:

- repayment of a debt
- wages to an employee or rent to a landlord
- an annuity to the widow or the widower of a deceased partner
- interest on a loan
- consideration for the sale of a business.

6. **By estoppel.** If someone does or says something that leads a third party to believe that a partnership exists, then a court may treat the arrangement as a partnership by estoppel. This type of partnership is not a real partnership. It is a way for the court to prevent injustice because someone has relied on the words or actions of another party and has acted accordingly.

7. **Types of partners.** There are five types of partners: *general*, *secret*, *silent*, *dormant*, and limited (see Figure 2). Each of these partners is a co-owner of the business and has some liability for the debts of the firm.

Figure 2

Types of Partners

Type of Partner	Participation in the Business	Relationship to the Public	Degree of Liability
General	Active	Known	Unlimited
Secret	Active	Unknown	Unlimited
Silent	Not active	Known	Unlimited
Dormant	Not active	Unknown	Unlimited
Limited	Not active	Known	Limited

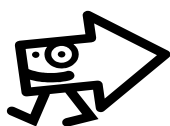
8. Every partnership must have at least one general partner. In most firms, the partners are general partners. A general partner plays an active role in the management of the partnership and is publicly known as a partner. A general partner has unlimited liability for the firm's debts.

9. A secret partner is a general partner who has an active role in the management of the partnership, but whose connection with the partnership is kept a secret. A secret partner also has unlimited liability for the firm's debts.

10. A silent partner is a general partner who takes no active role in the management of the partnership. A silent partner is known publicly as a partner and has unlimited liability for the firm's debts.

11. A dormant partner is a general partner who takes no active part in the management of the firm and whose connection with the firm is kept secret. A dormant partner, however, has unlimited liability for the firm's debts.

12. In contrast, a limited partner is one whose liability does not extend beyond his or her investment. This liability arrangement is known as a limited partnership.



LEXIS

general partnership - полное товарищество, товарищество с неограниченной ответственностью, товарищество на вере

partner - компаньон; партнер; пайщик, участник товарищества
share in profits - иметь право на долю прибыли

undertaking - предприятие; дело
estoppel - лишение права возражения; эстоппель (лишение лица права ссылаться на какие-либо факты ввиду ранее им же сделанного заявления об обратном); процессуальный отвод (лишение одной стороны права отрицать истинность своего заявления, если на основе этого заявления другая сторона произвела определенные действия)
valid assent - юридически действительное согласие
written – письменный
oral - устный
evidenced – подтверждённый, засвидетельствованный
lease real property - арендовать недвижимое имущество
articles of partnership - договор об учреждении товарищества
points of difference – различия, расхождения
parties to the agreement – стороны соглашения
duration - срок действия
original investment - первоначальные капиталовложения
provision – условие, положение договора
withdrawal of funds - изъятие денежных средств, изъятие вклада
division of profits - распределение прибылей
terms – условия
withdraw from - выходить из состава
conduct one's business – вести свой бизнес
business venture - коммерческое предприятие
deny – отрицать
repayment of a debt - возврат долга
annuity - ежегодная выплата, установленная завещанием
widow – вдова
interest on a loan - процент по кредиту
consideration - денежное выражение по сделке
injustice – несправедливость
rely on – рассчитывать, доверять
general partner - главный партнер с неограниченной (имущественной) ответственностью, полный партнёр
secret partner - негласный член товарищества; мало известный компаньон
silent partner - компаньон, представляющий фирму, но активно не участвующий в ведении дел; компаньон-вкладчик
dormant partner - негласный член товарищества; пассивный компаньон
limited partner - партнер с ограниченной имущественной ответственностью
debts - долговые обязательства

1.6. SCANNING

Part 2

1. **Partnership property.** Certain rights and limitations *arise* regarding partnership property. For this reason, it is important to distinguish between property that belongs to the partnership and property that belongs to individual partners. Property *contributed* directly to the partnership when the partnership is created is partnership property. The law also states that partnership property includes property that is bought with partnership funds.

2. **Property rights of the partners.** Certain rights arise regarding property that belongs to the partnership. These rights include the right to use the property, the right to manage the firm, and the right to share in the profits.

3. **Right to use property.** Partners are co-owners of all the real and personal property included in the partnership. As a result, the partners can use the property for partnership business. The property cannot be used for other business unless the other partners give their *permission*. This co-ownership, called *tenancy in partnership*, gives rise to other limitations. For example, a partner cannot, on his or her own, *transfer ownership* of the property. Also, the property cannot be taken by a partner's personal creditors. Moreover, when a partner dies, the right to use partnership property passes to the other partners.

4. **Right to manage the firm.** Unless a partner's rights are limited in the partnership agreement, each partner has an *equal voice in managing* the partnership's business. As a result, each partner can *bind* the partnership on any matter within the scope of its *business affairs*. In a disagreement about ordinary business matters, the decision of the *majority* is final.

5. The law provides that some partnership decisions cannot be made without the consent of all the partners. For example, a new partner cannot *be admitted to* the firm without *unanimous consent*. Similarly, it takes a unanimous vote of all partners to change the essential nature of the business. A unanimous vote is needed to *amend* the original articles of partnership.

6. **Right to share in the profits.** Unless there is an agreement *to the contrary*, partners *share equally* in the profits, *regardless* of their initial capital contribution or the time *devoted* by each partner to the business. This right can be *assigned* to others and passes to the partner's *heirs* upon the partner's death. This right also includes the right to an *accounting* at the end of the partnership.

7. **Duties of the partners.** Partners must trust one another. Each partner is an agent of the other partner and has duties comparable to those of an agent. Partners have the following duties:

- to always act in good faith and in the best interests of the firm
- to always use their best skill and judgment in looking after the firm's affairs
- to be loyal to the firm and put the firm's interests first.

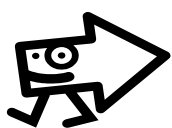
8. Because each partner is an agent of the firm, each may bind the firm by any act that is part of the firm's business. Any act of a partner that is not a part of the firm's business is not binding on the firm. Similarly, if the majority of the partners vote not to enter a particular contract, and one of the partners ignores the vote and enters that forbidden contract, then that partner alone is bound to that contract.

9. **Liability of the partners.** Partners have unlimited liability for all of the debts of the partnership incurred while they are partners, even to the extent of their personal assets. Partners are liable to other members of the firm for their share of the firm's debts. Partners share losses in the same proportion that they share profits.

10. In addition, partners are jointly liable with their partners on contracts entered into by any member of the firm acting within the actual or apparent scope of the firm's business. Joint liability means that in the event of a lawsuit, all the partners must be sued together.

11. **Limited partnerships.** A limited partnership is quite different from a general partnership. The law defines a limited partnership as "a partnership formed by two or more persons . . . having one or more general partners and one or more limited partners." Limited partners are investors who have no control in managing the partnership, and their names may not appear in the partnership name. A limited partner's liability for the partnership's debts does not extend beyond his or her investment in the partnership. Thus, the term «limited» in the title of the partner refers to the partner's liability.

12. **Dissolving a partnership.** A dissolution of a partnership is a change in the relationship of the partners that occurs when any partner stops being associated with the business. When a partner dies or voluntarily withdraws from the firm, the firm is dissolved. The firm also may be dissolved by court decree. The partners then are no longer carrying on as co-owners of a business for profit.



LEXIS

arise - возникать

contributed - вносимый

permission - позволение, разрешение

tenancy in partnership - владение в форме товарищества

transfer ownership - передавать право собственности, отчуждать

equal voice in managing – равные права в управлении
 bind - связывать (об обязательствах), создавать обязательство
 business affairs - коммерческие дела
 majority – большинство, подавляющее большинство
 be admitted to - быть принятым в
 unanimous consent - единодушное согласие
 amend - внести изменения в
 to the contrary - в противоположном (ином) смысле
 share equally - делить на равные части
 regardless – независимо
 devoted – посвящённый, уделенный (о времени или усилиях)
 assign - передавать (права) другому лицу
 heir - наследник, преемник
 accounting - составление или представление отчётов
 trust - верить, доверять(ся), полагаться (на кого-л.)
 comparable - аналогичный
 act in good faith - действовать добросовестно
 skill and judgment - мастерство и рассудительность
 look after - проявлять заботу
 ignore - проигнорировать
 enter a contract – заключать соглашение, вступать в договорные отношения
 incur - нести (ответственность, обязанность, расходы, ущерб и т.д.); принимать на себя; подвергаться чему-л.
 personal assets - личное имущество
 jointly liable - солидарно ответственный, солидарно обязанный
 lawsuit - судебный иск
 sue - подавать в суд, возбуждать иск, предъявлять иск
 limited partnership - партнёрство с ограниченной ответственностью
 extend beyond – выходить за пределы
 title – звание, название
 dissolve - прекращать деятельность, распускать
 dissolution - ликвидация (предприятия), роспуск
 court decree - судебное постановление
 carry on - продолжать деятельность



1.7. QUESTIONS

1. How can a partnership be created?
2. How can a partnership be dissolved?
3. What are a partner's rights in relation to property?
4. What are the effects of the dissolution of a partnership?
5. What is a general partnership?
6. What is a limited partnership?
7. What issues should be explained in a partnership agreement?

8. What partnership decisions cannot be made without the consent of all partners?
9. When must an agreement to form a partnership be in writing?
10. Whose interests are protected by the doctrine when a partnership is deemed to be created by estoppel?

1.8. AGREE OR DISAGREE

1. A limited partner's liability for the partnership's debts may extend beyond his investment in the partnership.
2. A secret partner is known publicly as a general partner but has limited liability for the firm's debts.
3. Any act of a partner even if it is not a part of the firm's business is binding on the whole partnership.
4. Every partnership must have at least one dormant partner.
5. In order to be treated as a partnership a legal entity must satisfy these three requirements: making a partnership agreement, providing sufficient proof of its existence, and having apparent grounds for estoppel.
6. Partners always share equally in the profits of their partnership.
7. Personal property of partners is the same as partnership property.
8. When two or more people conduct their business together we deal with a partnership by estoppel.

1.9. SUPPLEMENT FURTHER INFORMATION on the topic "Partnership relations".



1.10. SCANNING

Types of Company Limited by Shares

1. There are two types of registered company limited by shares in Great Britain: public and private.

2. **Public companies.** A public company must be one which is limited by a share capital. It may offer its shares and debentures to the public. The company is identified as a public company by using the words 'public limited company' after its name. The phrase may be abbreviated by use of the letters 'plc'. The company's memorandum of association must state that it is a public company. The authorised capital of the company must be not less than J50,000.

3. Before it can commence business or exercise any borrowing powers, it must receive a trading certificate from the Registrar of Companies. An application for the certificate must be made in prescribed form and must be signed by a director of the company or by the company secretary.

4. The main advantage of a public company is the capacity to raise money by public subscription. This is usually done by a flotation on the stock exchange.

5. **Private companies.** A private company is any kind of Registered Company, not being a public company. A private company may not advertise its shares or debentures for sale to the public.

6. The main advantages of a private company include:

(a) it is able to commence trading immediately on incorporation: it does not need a trading certificate;

(b) it does not need a minimum share capital;

(c) it needs to have one member and one director: a public company must have a minimum of two members and two directors;

(d) a private company is able to use the written resolution procedure without the need to hold a formal meeting.

7. There are a wide number of other advantages to having a private company. Most of them require less formality to achieve a particular purpose than does a public company, especially in relation to financial matters.

8. The purpose of the distinction between private and public companies is to allow small companies to enjoy a less rigorous control over their affairs, as there is no need to safeguard the public in relation to investment in the companies. There are much stricter controls in relation to public companies.

9. In order to form a company, prescribed documentation has to be filed with the Registrar of Companies, together with the appropriate fee. At present, this is J20, though there is a same-day service if the documents are presented at Companies House before 3 pm. The same-day service costs J100. If everything is in order, the registrar duly issues a certificate of incorporation.

10. In the case of a private company, this enables the company to begin trading immediately. In the case of a public company, a trading certificate is a further necessity.

11. **Memorandum of association** is the document which gives basic information about the company to the outside world. The memorandum must contain the following:

(a) the name of the company

(b) the domicile of the company

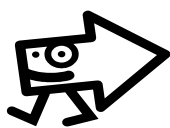
(c) the objects of the company

(d) that the liability of members is limited, though, of course, this will normally be apparent from the name of the company

(e) the amount of its authorised share capital and its division into shares of a particular value.

12. **Articles of association** regulate the internal government of the company. They deal with such matters as the issue and transfer of shares, the calling of meetings together with the procedure to be

adopted and the taking of votes at them, the appointment of directors and their powers, etc.



LEXIS

registered company - зарегистрированная компания

shares - акционерный капитал, акции

debenture - облигация компании, письменное долговое

обязательство

abbreviate – записывать в сокращенном виде, сокращать

plc - Public Limited Company

memorandum of association - меморандум, устав юридического лица, устав акционерного общества (документ, определяющий внешние отношения компании и представляемый к регистрации)

authorised capital - номинальный капитал

commence - начинать

borrowing powers - полномочия, предоставленные директору компании в соответствии с её уставом, для привлечения финансовых ресурсов

trading certificate - сертификат, удостоверяющий регистрацию компании и её право начинать деятельность

Registrar of Companies - бюро регистрации компаний

application - ходатайство

prescribed form - установленный бланк документа

raise money - изыскивать денежные средства, мобилизовать капитал

public subscription - открытая подписка

flotation - выпуск акций через биржу

stock exchange - фондовая биржа

advertise – объявлять, извещать

incorporation - регистрация в качестве корпорации или юридического лица

rigorous – суровый, доскональный, скрупулезный, тщательный; неукоснительный

safeguard - защищать

appropriate fee - надлежащий взнос, пошлина

same-day service – немедленное обслуживание, регистрация в день подачи документов

be in order - быть в порядке

registrar - чиновник-регистратор

issue – выдавать

further necessity – дополнительная необходимость

domicile - юридический адрес

object - цель

apparent - видимый, очевидный, явный

articles of association - учредительные документы
internal government - внутреннее управление, корпоративное
управление
calling of meetings - созыв общих собраний
taking of votes – процедура голосования



1.11. QUESTIONS

1. What are the advantages of private companies in comparison with public ones?
2. What documentation should be filed with the Registrar of Companies if one intends to form a company in Great Britain?
3. What does the abbreviation “plc” mean if it goes after company’s name?
4. What information about the company must be stated in its memorandum of association?
5. What is a difference between a certificate of incorporation and a trading certificate?
6. What requirements should a company meet in order to be registered as a public one?

1.12. AGREE OR DISAGREE

1. An application for a trading certificate must be signed by all shareholders and incorporators.
2. In England the phrase “articles of association” is used to describe the document which gives basic information about the company to the outside world.
3. Public companies are able to use the written resolution procedure without the need to hold formal meetings.
4. Sometimes the company is identified as a public company by using the words ‘public limited company’ instead of its name.
5. The authorised capital of a private company in Britain must be not less than J50,000.
6. The main advantage of a private company is that the public may be asked to subscribe for shares.

1.13. SUPPLEMENT FURTHER INFORMATION on the topic “Types of companies”.

1.11. KEY WORDS

agent	plc
articles of association	registered company
articles of partnership	Registrar of Companies
authorised capital	shares
business	sole proprietorship
dissolution	stock exchange

employee
general partner
general partnership
incorporation
investment
limited liability
limited partner
limited partnership
memorandum of association
owner
partner

tenancy in partnership
to be filed
to conduct one's business
to dissolve
to own
to raise money
to share equally
to share in profits
to transfer ownership
trading certificate
unlimited liability



1.12. MAKE A REPORT on the topic “Forms of business organization”, paying attention to the following points in your speech:

- advantages and disadvantages of a sole proprietorship;
- general and limited partnerships;
- ways of creating a general partnership;
- types of partners and their liability;
- property rights of partners;
- dissolution of a partnership;
- public and private companies limited by shares;
- setting-up of a company.

Unit 2. Business Risk



2.1. SCANNING

Risk Management Part 1

1. Risk means “the possibility of something bad happening at some time in the future; a situation that could be *dangerous* or have a bad result”. In business sphere this word refers to a *lack of predictability* about consequences of a particular business decision or situation. There are several different types of risk. Risk may be *insurable* or *uninsurable*, as well as *controllable* or uncontrollable. Risk can be further identified as *pure*, economic, human, or *natural risk*.

2. **Insurable risk** is a risk that *meets* an insurance company's criteria for *insurance coverage*. Insurance is *paid protection* against loss *due to* injury or property damage. **Uninsurable risk** is a risk that is unacceptable to *insurance carriers* because the likelihood of loss is too high.

3. **Controllable risk** occurs when conditions can be controlled to minimize the chance of harm. Environmental damage is a controllable risk that, in many cases, can be prevented. **Uncontrollable risk** cannot be controlled. For example, risk involved in doing business in the global marketplace cannot be controlled.

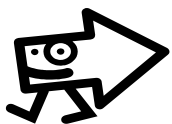
4. **Pure risk** is the threat of a loss with no opportunity for gain. Businesses run the risk of loss from employee theft, burglary, bad checks, and accidents involving customers and employees. Businesses do not receive insurance funds for avoiding financial losses due to these occurrences.

5. **Economic risk** occurs when there is likelihood of economic loss. Even if you are very careful, you will not be able to avoid all risk. You can, however, protect yourself against economic loss. For businesses, economic risk results from changes in overall business conditions. If businesses fail to change their products when competitors offer more features, they may lose sales and face economic harm.

6. Economic risk can be related to property and to your own personal well-being. It can be placed in three categories: personal risk, property risk, and liability risk. **Personal risk** is risk associated with illness, disability, loss of income, unemployment, aging, and premature death. **Property risk** is the risk of damage to or loss of property due to theft, wind, fire, flood, or some other hazard. **Liability risk** is the potential for losses to others that occur as a result of injury or damage that you may have caused.

7. **Human risk** is the risk of harm caused by human mistakes, dishonesty, or another risk that is attributed to people. Risk may be caused by people who are careless or dishonest. For businesses, human risk ranges from the financial impact of theft or embezzlement to job-related injury or illness.

8. **Natural risk** is the possibility of a catastrophe caused by a flood, tornado, hurricane, fire, lightning, drought, or earthquake. These natural occurrences can cause damage or loss of property. Some risk is caused by people and is also called natural risk. Power outages, oil spills, arson, terrorism, and even war are classified as natural risk.



LEXIS

business risk - коммерческий риск

dangerous - опасный; рискованный

lack of predictability – непредсказуемость

insurable - могущий быть застрахованным, могущий быть предметом страхования

uninsurable - не подлежащий страхованию

controllable - поддающийся регулированию

pure risk - чистый риск

natural risk - природный риск
meet – соответствовать
insurance coverage - объём страховой защиты, страховое обеспечение
paid protection - оплачиваемая защита
due to – вследствие, по причине
insurance carrier - страховая компания
environmental damage - вред, наносимый окружающей среде
global marketplace - глобальный рынок
run the risk of loss - подвергаться риску затрат
employee theft - кража, совершенная служащим с использованием своего служебного положения
burglary - кража со взломом
bad check - поддельный чек
accident - несчастный случай
occurrence – происшествие, событие
avoid - избегать
competitor - конкурент
features – характеристики, технические характеристики
well-being – благополучие, здоровье
liability risk – риск ответственности за нанесенный ущерб
disability - нетрудоспособность
unemployment – безработица
aging – старение
premature death - безвременная смерть
hazard - опасная обстановка, стихийное бедствие
dishonesty – нечестность
impact – эффект, влияние, воздействие
embezzlement - присвоение или растрата имущества
power outage - нарушение в системе электроснабжения
oil spill - разливы нефти

2.2. SCANNING

Part 2 Handling Risk

1. Since you cannot completely avoid all risk, you must learn to handle it. There are four ways to handle risk. You can avoid, reduce, or transfer risk. Most people and businesses use a combination of all these methods.

2. **Risk avoidance.** Avoiding risk involves thinking about the consequences of decisions. In many cases you can avoid risk, but sometimes it is not practical to do so. For a business, risk avoidance means refusing to engage in a particularly hazardous activity.

3. **Risk reduction.** Some risk cannot be avoided entirely. Instead you may need to practice risk reduction. Business owners reduce risk by designing work areas to lower the chances of accidents or fire. They educate their employees about the safe use of equipment and keep safety equipment ready for use. Businesses also provide information about the correct use of products and warn customers about possible hazards.

4. **Risk transfer.** Insurance provides a way to transfer a risk of loss to an insurance company. Insurance divides a possible loss among large numbers of people or companies. Economic risk is shared most effectively when many people or businesses are involved. Each individual or company then pays a fee for protection.

5. Individuals and businesses can insure property and people against potential loss by purchasing insurance policies. An insurance policy is a contract between a person and an insurance company to cover a specific risk. In return for the premium, or price for insurance coverage, the insurance company agrees to protect the policyholder against financial loss in case of an accident or loss that is covered in the policy.

6. There are several types of insurance for consumers:

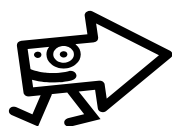
- life insurance offers protection for family members after someone dies.

- health insurance provides money to pay medical bills in case of accident or sickness.

- property insurance covers damages or losses to your property.

- conversely, liability insurance covers damages that you may have caused accidentally to someone else or to someone's property.

7. Many businesses offer life and health insurance coverage to their employees. They also carry liability and property insurance to protect their property. Companies carry workers' compensation insurance to protect workers who are injured on the job. Workers' compensation insurance is required by the government and paid for by employees. It provides medical and income benefits to employees injured on the job.



LEXIS

since - так как

handle - обходиться, обращаться; управляться, справляться с

reduce - ослаблять, понижать, сокращать, уменьшать

work area - рабочее пространство, место работы

safety equipment - оборудование и снаряжение по технике безопасности

insurance - страхование, страховой полис

fee - денежный сбор

policyholder - застрахованное лицо

consumers – потребители

life insurance - страхование жизни

health insurance - медицинское страхование

property insurance - страхование имущества

liability insurance - страхование гражданской ответственности

accidentally – случайно, непредумышленно

compensation insurance - компенсационное страхование работников; страхование пособий, выплачиваемых рабочим в связи с производственной травмой или профзаболеванием



2.3. QUESTIONS

1. How do insurance policies work?
2. In what way can one handle business risk?
3. What can a natural risk be caused by?
4. What can economic risk be related to?
5. What does the word “risk” mean?
6. What is a difference between personal risk and human risk?
7. What kinds of business risk are there?
8. What types of insurance for consumers are there?
9. Why is workers’ compensation insurance required by the government?

2.4. AGREE OR DISAGREE

1. An injured individual or company pays a fee for insurance protection only if an insured accident has occurred.
2. Any kind of risk may be insurable.
3. Liability insurance provides medical and income benefits to employees injured on the job.
4. There is only one way to handle business risk.
5. Uncontrollable risk is the threat of a loss with no opportunity for gain.

2.5. SUPPLEMENT FURTHER INFORMATION on the topic “Risk Management”.

2.6. KEY WORDS

business risk

controllable risk

health insurance

injury

insurable risk

insurance

insurance company

insurance coverage

personal risk

property damage

property insurance

property risk

pure risk

risk management

to avoid risk

to handle risk

liability risk
life insurance
natural risk

to prevent
to protect
to reduce risk



2.7. MAKE A REPORT on the topic “Business risk”, paying attention to the following points in your speech:

- controllable risk and uncontrollable risk;
- pure risk;
- three categories of economic risk;
- risk avoidance;
- risk reduction;
- risk transfer.

Unit 3. Corporate Governance



3.1. SCANNING



Managing the Company

1. The company is managed by: shareholders in general meeting, directors and corporate officers.

2. **Board of directors**. Companies are led by a group of directors, who meet and vote as a board to set the policies. They are responsible for seeing that the company acts within its powers. The board might also oversee a wide range of employee-related policies.

3. You don't need special qualifications to be a director of a company, and usually the shareholders elect and also remove directors. However, a company's certificate of incorporation or its bylaws may specify that one director must be a shareholder and one must be a state resident.

4. Generally, directors serve for a set number of years and must then sit for reelection by the shareholders. Directors meet regularly, at a time and place of their choosing.

5. **Corporate officers** are appointed by and can be removed by the corporation's directors. Officers include a president, vice-president(s), secretary, treasurer, assistant officers, and other agents. Officers' jobs are to implement the policies of the directors by carrying out day-to-day operations of the company. Like directors, officers are subject to the duties of loyalty and due care. Each officer's duties are generally spelled out in the corporation's by-laws. Often, directors are also officers and shareholders of the company.

6. **Shareholders.** Companies need money, called capital, which is obtained by selling shares or stock in the company. If you buy one or more shares, you become a shareholder (also called a stockholder), a member of the corporation. Shareholders are sometimes called owners or investors in the corporation. They are often individual people, but not always. A company can also be a shareholder in another corporation. General and limited partnerships can be shareholders in a corporation.

7. **Shareholder rights.** Owners of stock in a company acquire certain rights. These rights include the following:

- the right to receive and possess a stock certificate;
- the right to receive dividends as declared by the board of directors;
- the right to transfer all shares;
- the right to authorise the issue of share;
- the right to exercise a vote for each share of stock owned;
- the right to remove and appoint directors and the auditor;
- the right to alter the Memorandum and Articles;
- the right to have ready access to the corporate records;
- the right to sue the company to enforce shareholders' rights and to sue others on behalf of the company to enforce rights it has neglected.

8. The law provides that a meeting of a corporation's shareholders be held annually. The purpose of the annual shareholders meeting is to elect the board of directors and to conduct other necessary business. The president or chairman of the board usually presides at shareholders meetings.

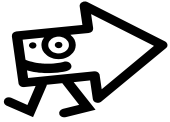
9. A majority of the shareholders must be present or represented by proxy before business can be conducted at a shareholders meeting. Decisions of general meetings are decisions of the company and are made by resolutions which are passed by those attending in person or by proxy. A proxy is the right to vote another shareholder's stock.

10. There are three types of decisions:

Ordinary resolutions: these require a majority of the members voting in person and, where this is permitted by the articles of the company, voting by proxy, at a meeting of which notice has duly been given. The length of notice is usually 14 days.

Extraordinary resolutions: these must be passed by 75% of the members voting in person, or by proxy, at a meeting of which notice has duly been given. The length of notice required is also 14 days.

Special resolutions: these must be passed by 75% of the members voting in person, or by proxy, at a meeting of which at least 21 days' notice has been given specifying the intention to propose the resolution as a special resolution.



LEXIS

shareholder - владелец акции, акционер

general meeting - общее собрание пайщиков, собрание акционеров

corporate officer - должностное лицо корпорации

board of directors - правление директоров

policies - курс, стратегия, политика

oversee - осуществлять надзор

employee-related – относящийся к найму работников

elect – выбирать, назначать (на должность), делать назначения

remove - смещать, увольнять, освобождать от обязанностей

bylaws - устав корпорации

state resident – человек, постоянно проживающий в стране

serve – работать, состоять на службе

meet regularly – проводить заседания на регулярной основе

treasurer - заведующий финансовым отделом; управляющий финансами корпорации

implement - осуществлять; обеспечивать выполнение, приводить в исполнение

carrying out - осуществление

be subject to – подчиняться

due care - должная заботливость или осторожность

spell out - прописать

stock - акционерный капитал

stockholder - акционер

acquire - получать, приобретать

possess - владеть, иметь, обладать, располагать

stock certificate - сертификат о праве собственности на акции

transfer - передавать, цедировать

issue of share - эмиссия акций, выпуск акций

exercise a vote - использовать право голоса

auditor - аудитор, ревизор отчетности, бухгалтер-ревизор

alter - внести изменения

ready access - непосредственный доступ

corporate records - деловые бумаги корпорации

annually - один раз в год

by proxy - по доверенности, через доверенного

attend in person - присутствовать лично

ordinary resolution - решение общего собрания акционерного общества, принятое простым большинством голосов

give duly notice – своевременно оповещать

extraordinary resolution - решение общего собрания акционерного общества большинством в три четверти голосов

special resolution - специальная резолюция



3.2. QUESTIONS

1. How are companies managed?
2. How can shareholders exercise their right to vote their shares?
3. How often do corporate directors usually meet?
4. What is a corporate director?
5. What is a corporate officer?
6. What is the length of notice required at a meeting of a corporation's shareholders for passing a special resolution?
7. What rights do shareholders possess?
8. Who presides at shareholders meetings?

3.3. AGREE OR DISAGREE

1. A company can never be a shareholder in another corporation.
2. A person needs special qualifications to serve as a director of a company.
3. All shareholders must be state residents.
4. Corporate directors are chosen for life.
5. Corporate officer's duties are generally prescribed by the national legislation.
6. Corporation's directors are appointed by and can be removed by corporate officers.
7. Extraordinary resolutions are called so because they are passed entirely by proxy.
8. Only shareholders of the company may serve as its corporate officers.
9. The law provides that a meeting of a corporation's shareholders be held once every three months.

3.4. SUPPLEMENT FURTHER INFORMATION on the topic "Corporate management".

3.5. DEBATES.

1. Why should shareholders be able to sue their own corporation?
2. What advantages do shareholders have in comparison to partnership owners?



3.6. SCANNING

Management Responsibilities

1. A corporation's directors and officers have a *fiduciary relationship* with the corporation, hence they are in a position of trust in relation to the corporation and the shareholders. The officers' fiduciary duties are similar to those of agents. Directors are a different

matter, however. Their duties resemble those of agents and employees, but when they act as directors they are actually neither of the two. Directors must perform their duties in good faith and in a manner they believe will be in the best interests of the corporation. The duties are outlined in Figure 3.

3. **Business judgment rule** presumes that a board or a director acts with due care. The courts defer to managers' business decisions unless they find instances of fraud, a clear lack of good faith, an abuse of discretion, or an illegal act. As a matter of fact, this rule focuses not on whether a particular decision was the "right" decision but on how the decision was made.

4. Directors and officers are allowed to make mistakes as long as they act legally and in good faith and have not been negligent in performing their responsibilities. Directors and officers are not obligated to ensure that the corporation makes a profit. If the corporation suffers a loss from a transaction the board authorized, the directors are not liable to the shareholders unless they violate the business judgment rule.

Figure 3 **Duties of Corporate Managers**

Rule	Situation	Explanation
Business judgment rule	Manager does not profit from decision.	Decision stands if it is made: (1) in good faith, (2) with due care within the law, and (3) in corporation's best interest.
Fairness rule	Manager profits from decision.	The decision must be fair to the corporation because managers must remain loyal to the corporation.
Insider trading rule	Manager possesses inside information not available to outsiders.	Manager must either reveal the information or refrain from trading on that information.
Corporate opportunity doctrine	Manager learns of a business opportunity that might reasonably interest the corporation.	Manager must offer the opportunity to the corporation before taking it for personal gain.

5. **Duty of loyalty.** Managers have a duty of loyalty to their corporation. Directors and officers must not exploit their positions for personal gain at the expense of the corporation. Their main motivation should be to act with the best interest of the corporation, and they should not engage in any activity that would deliberately damage the corporation. A director's or an officer's duty of loyalty may be questioned if he or she has a personal interest in a particular business decision.

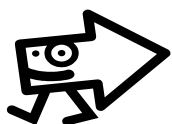
6. **Fairness rule** requires the director or the officer to disclose involvement in the decision, including all the terms and how much profit he or she has made. If, after disclosure, the director or officer obtains the approval of a majority of the directors or the approval of the shareholders, then the decision will stand.

7. **Insider trading rule**. An insider typically is a corporate director or officer who has information about a publicly traded corporation that is not available to the public. He or she may not buy or sell shares in the corporation if the transaction is based on “inside” information. Any such transaction is referred to as insider trading and is unfair to the corporation and outsiders.

8. Some examples of insider trading include buying or selling stocks just before some major development occurs that will affect their price, or passing valuable information to an outsider who trades in the corporation’s stock and subsequently repays the insider. Under the insider trading rules, directors or officers who possess inside information must either refrain from acting on it or reveal it publicly before acting on it.

9. **Corporate opportunity doctrine**. According to this doctrine, directors and officers cannot take a business opportunity for themselves if they have sure knowledge that the corporation would want to take that opportunity for itself. The directors must first present the opportunity to the corporation. If the corporation turns it down, then the directors or officers can take the opportunity for themselves.

10. The only exception to this rule is if the director or officer knows that the corporation is financially incapable of taking the opportunity, despite its interest. In such a situation, the director or the officer would be permitted to take the opportunity without violating the doctrine.



LEXIS

fiduciary relationship - имущественные отношения доверительного характера

resemble - походить, иметь сходство

in good faith – добросовестно, с наилучшими намерениями

business judgment rule - правило принятия решения адекватно складывающейся ситуации

defer - считаться (с мнением) (to), полагаться на кого-л. (to)

fraud - обман; мошенничество, жульничество

abuse of discretion – произвол, злоупотребление правом на рассмотрение

negligent – небрежный, халатный, беспечный

ensure - гарантировать, обеспечивать, ручаться

suffer a loss - нести убыток

exploit - пользоваться, использовать

personal gain - личная выгода
at the expense - за счёт
engage in – заниматься
deliberately – преднамеренно, умышленно
damage - наносить ущерб, убыток
disclose involvement – обнародовать причины, сообщить основания (чего-либо)
disclosure - раскрытие; выдача (сведений); сообщение, разглашение
obtain - получать, добиваться
stand - оставаться в силе, быть действительным
insider trading - незаконные сделки с ценными бумагами с использованием конфиденциальной информации
insider - инсайдер (лицо, в силу служебного положения располагающее конфиденциальной информацией о делах фирмы)
transaction - сделка
outsiders - сторонние лица; лица, не осведомлённые о тонкостях биржевых операций
subsequently - впоследствии, позднее, позже, после, потом
repay - вознаградить, компенсировать
refrain from - воздержаться от
reveal - открывать; обнаруживать
corporate opportunity – выгода от деятельности компании
turn down - отклонять, отвергать (напр. предложение)
financially incapable - недееспособный в финансовом отношении



3.7. QUESTIONS

1. What data is called “inside information”?
2. What is the business judgment rule?
3. What is the fairness rule?
4. What is the corporate opportunity doctrine?
5. Who is in fiduciary relationship with a corporation? What does it mean?
6. Whom does the business judgment rule protect?
7. Why is insider trading regulated by law?

3.8. AGREE OR DISAGREE

1. A corporation’s directors are agents and employees of their company.
2. An insider is valuable information about a publicly traded corporation that is not available to insiders.
3. Corporate directors and officers may not make mistakes in performing their duties.
4. Under corporate opportunity doctrine officers must first present the opportunity to the directors and then to shareholders.

5. When the court examines a particular disputable decision of the board of directors the judge usually focuses on how the decision was made.

3.9. SUPPLEMENT FURTHER INFORMATION on the topic “Management Responsibilities”.

3.10. DEBATES.

1. Are all shareholders individuals? Explain your answer.
2. Do you own any stock? If not, do you think you will one day? Why or why not?
3. Do you think there is a temptation for directors to take a lucrative business opportunity for themselves? Explain your answer.
4. What do you think might happen if the board of directors began to dictate the day-to-day operations of the business?

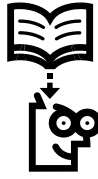
3.11. KEY WORDS

board of directors	ordinary resolution
business judgment rule	proxy
bylaws	secretary
corporate officer	shareholder/stockholder
corporate opportunity	shareholder rights
corporate records	special resolution
disclosure	stock
due care	stock certificate
extraordinary resolution	to carry out
fairness rule	to elect
fiduciary relationship	to exercise a vote
general meeting	to remove
insider	to serve
insider trading	transaction
notice	treasurer



- 3.12. MAKE A REPORT** on the topic “Corporate governance”, paying attention to the following points in your speech:
- shareholders and their rights;
 - decisions of general meetings;
 - company’s directors;
 - corporate officers;
 - management responsibilities.

Unit 4. Company Reorganization



4.1. SCANNING

Corporate Expansion and Dissolution

1. Investors buy shares in a corporation because they hope to make money through what is known as a return on their investment. The directors and officers of a corporation try to make the business earn a profit that can be returned as dividends to the shareholders, or to increase the value of the shares of the corporation so that those shares can be sold at a profit. One way to increase the value of a corporation's shares is to expand the business.

2. **Types of corporate expansion.** Ways for a corporation to expand include buying new land, building new manufacturing plants, opening new sales outlets, expanding product lines, and entering new fields of business. Growth and expansion can occur by joining with another corporation through a merger, an asset acquisition, or a stock acquisition (see Figure 4).

3. **Merger and consolidation.** Merger and consolidation are common methods of business expansion. In a merger, one corporation continues its existence and absorbs another corporation, which gives up its corporate identity. By contrast, in a consolidation two or more companies join to form a new corporation. The new company is a composite of the old companies. As far as results are concerned, there is no significant difference between a merger and a consolidation, and the terms are often used interchangeably. Most of the time, the term merger is now used to describe both scenarios.

4. The boards of directors and shareholders of the corporations being joined together must approve the merger or consolidation. Generally, a two-thirds majority of the shareholders is required, although some state statutes require a super majority as high as four-fifths. Shareholders who dissent from a merger or a consolidation are entitled to be paid for their stock if they want to pull out of the new corporation.

5. Often, dissenters have to give written notice of their dissent before a vote is taken. The cost of paying these dissenters must be considered a cost of the merger. The assets, stock, and debts of the old corporation flow to the new or surviving corporation.

6. Likewise, shareholders of the disappearing corporation become shareholders of the new corporation. Liabilities may also flow to the new corporation, including potential lawsuits.

Figure 4**Corporate Expansion Techniques**

Category	Description	Example	Liabilities
Merger and Consolidation	In merger, one company merges with another; in consolidation, two companies merge and a new company results.	Approval by boards and shareholders of both corporations.	Debts and product liability flow to the new or surviving company.
Asset Acquisition	One corporation buys all the property of another corporation.	Approval by board and shareholders of acquired company.	Debt usually does not flow to the buyer; product liability may flow to the buyer.
Stock Acquisition	One corporation (the suitor) makes a tender offer to the shareholders of another company (the target); if enough of the target shareholders accept and sell, the suitor takes control of the target.	Approval of enough shareholders to give the suitor control.	Debt and product liability flow to the suitor.

7. **Asset acquisition.** As the name suggests, in an asset acquisition one corporation agrees to purchase the assets or property of a second corporation. For instance, a corporation might sell its building and all of its *equipment*. The shareholders and the board of directors of the corporation selling the assets must approve this transaction. One advantage to asset acquisition is that, in general, the debts and the liabilities of the selling corporation do not transfer to the buying corporation. The reason is that the only thing actually transferred is ownership of the property. If a corporation is heavily in debt, it might decide to sell its assets to another corporation to *raise cash* quickly to *pay off* those debts.

8. **Stock acquisition.** Another type of expansion is a stock acquisition, which occurs when an individual or a corporation purchases enough shares of stock in a corporation to control it. A stock acquisition often begins with a *tender offer* to shareholders of the corporation. This is an offer to buy a number of shares at a specified price. Tender offers are often referred to as *takeover bids* and are usually communicated to the prospective selling shareholders through a *newspaper advertisement*. The corporation making the tender offer is referred to as the *suitor*, and the corporation to be taken over is called the *target*. The suitor does not have to buy all the stock of the target, but just enough to control the election of directors. The suitor can also *sidestep* the directors and *appeal directly to* the shareholders.

9. Because the suitor often wishes to *restructure* or even *dismantle* the target corporation, its directors and officers often *object to* a tender offer. They may fear the loss of their positions, or they may see the takeover bid as a threat to the very existence of the corporation.

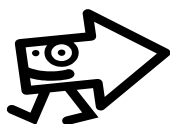
Under these conditions one of the first steps the managers often take is to *launch* a *public relations campaign* to *discredit* the suitor. In such a campaign, they may refer to the tender offer as a “*hostile* takeover bid” and to the suitor as a “*corporate raider*.”

10. **Dissolution of a corporation.** The government is as concerned about the end of a corporation as it is about the beginning of one. The end of a *corporate entity* is often referred to as the dissolution of the corporation, and it can come about in two ways. The corporation can decide *to end*, or a corporation’s dissolution can happen *involuntarily*.

11. **Voluntary dissolution.** One way for a corporation to end voluntarily is through a unanimous vote of all of its shareholders. The directors may also vote for its end, provided they get the support of two-thirds of the shareholders. After the decision to end the corporation has been made, a statement of intent to dissolve must be filed with the secretary of state’s office. The corporation must notify creditors by *certified mail* of its dissolution. The public must be notified by publication.

12. **Involuntary dissolution.** The secretary of state can ask the *state attorney general* to bring a *quo warranto* action against a corporation if the corporation has repeatedly conducted business illegally. If such an action is taken, the corporation could lose its charter and would no longer be authorized to do business in the state. The grounds for bringing such an action include *failure* by the corporation to *file annual reports*, or failure to pay *franchise taxes*. A corporation may also be subject to a *quo warranto* action if it *exceeds its authority* or is formed *fraudulently*.

13. When a shareholder *brings an action*, the courts have the authority to liquidate the assets of the corporation. However, the shareholder must have *appropriate grounds* to seek the involuntary dissolution of the corporation. Such grounds include but are not limited to evidence of illegal actions, evidence of fraud, evidence of the *waste* of corporate assets, and evidence that a dissolution is needed to protect the shareholders’ rights.



LEXIS

return on investment - прибыль на инвестированный капитал

earn profit - приносить прибыль

corporate expansion – расширение компании

sales outlet - торговые точки, канал сбыта

merger – поглощение, слияние, объединение

asset acquisition - приобретение активов

stock acquisition - приобретение основного капитала (контрольного пакета) компании

consolidation – консолидация, соединение в одно целое двух или нескольких компаний
give up – перестать, утратить
corporate identity - марка фирмы
composite - нечто составное
dissent - возражать, не соглашаться, расходиться во взглядах, расходиться во мнениях
pull out – выходить, отказываться от участия
dissenter - придерживающийся других взглядов человек
flow to – переходить к
surviving - продолжающий существовать, уцелевший
equipment - оборудование; оснащение
raise cash - собирать денежные средства
pay off – расплачиваться, погасить долг
tender offer - прямое предложение о покупке контрольного пакета акций
takeover bid - попытка поглощения одной компанией другой путём предложения акционерам приобрести контрольный пакет акций
newspaper advertisement - рекламное объявление в газете
suitor - проситель, ходатай
target - объект; цель; мишень
sidestep – уклоняться
appeal directly to – взывать, обращаться напрямую
restructure – реорганизовывать, изменять структуру
dismantle - ликвидировать
object to – протестовать, испытывать неприязнь, возражать
launch - начинать (что-л., какие-л. действия), запускать
public relations campaign - кампания, направленная на освещение деятельности фирмы
discredit - компрометировать
hostile - враждебный, недружелюбный
corporate raider - захватчик компаний
corporate entity - корпорация, юридическое лицо, правосубъектная организация
involuntarily - в принудительном порядке
voluntary dissolution - добровольная ликвидация
end – прекращать, закатываться
certified mail - заказные почтовые отправления
state attorney general - главный прокурор штата
quo warranto – лат. судебный приказ о производстве расследования правомерности претензий на привилегию
failure – неосуществление, неспособность
file annual reports – представлять ежегодные отчёты
franchise tax - налог на торговую привилегию

exceed authority - выходить за пределы компетенции

fraudulently - обманным путем, мошеннически

bring an action - возбудить судебный процесс

appropriate grounds - соответствующее основание

waste - растрачивание, расточительство; излишняя или ненужная трата



4.2. QUESTIONS

1. If some shareholders are against a forthcoming merger or a consolidation of their company what are they entitled to?
2. What are the differences among a merger, an asset acquisition, and a stock acquisition?
3. What are the ways for corporate expansion?
4. What body initially must approve the merger or consolidation of companies?
5. What is a tender offer?
6. What is the difference between a suitor and a target?
7. What is the difference between voluntary and involuntary dissolution of a corporation?

4.3. AGREE OR DISAGREE

1. A hostile takeover takes place when a corporation is dissolved involuntarily
2. In the case of a stock acquisition the suitor has to buy all the stock of the target.
3. The only way to increase the value of a corporation's shares is to expand the business.
4. The target of stock acquisition is also called a "corporate raider."
5. The terms "merger" and "dissolution" are often used interchangeably.

4.4. SUPPLEMENT FURTHER INFORMATION on the topic "Company restructuring and rationalization".

4.5. DEBATES.

1. What advantages come with an asset acquisition?
2. What implicit threats are associated with an asset acquisition in our country?

4.6. KEY WORDS

asset acquisition

consolidation

corporate entity

corporate expansion

surviving corporation

takeover bid

target

tender offer

disappearing corporation
hostile bid
investor
merger
return on investment
stock acquisition
suitor

to absorb
to earn profit
to join
to raise cash
to restructure
to transfer
voluntary dissolution



4.7. MAKE A REPORT on the topic “Company reorganization”, paying attention to the following points in your speech:

- company restructuring and rationalization;
- merger and consolidation;
- asset and stock acquisition;
- dissolution of a company.

Unit 5. Privity of Contract



5.1. SCANNING



Contracts Part 1

1. The general term "contract" comprises every agreement or obligation, whereby one party binds himself, or becomes bound, expressly or impliedly, to another, to pay a sum of money, or to do or omit to do any particular act. A contract gives rise to certain rights and obligations. But these rights and obligations cannot arise except between the parties to the contract.

2. A contract exists only if there is a promise or an action (or nonaction) on each side. Thus contracts usually consist of mutual promises. A promise creates for the promisor (the person making the promise) a future obligation. For the promisee (the person to whom the promise is made) it creates an expectation that the promise will be fulfilled. Furthermore, the promisee will often rely on the promise.

3. In other words to reach an agreement, one party (called the offerer) makes an offer (a proposal) to another party (called the offeree) to enter into a legal agreement. If the offeree assents to the terms of the offer, an acceptance occurs and a contract comes into existence. One may revoke a simple offer at any time before it is accepted, and in order that it may become binding it must be accepted as made and not with variations or conditions.

4. Thus there are four essential elements of a valid contract:

- i) capacity of the parties;
- ii) legality of subject matter;
- iii) consideration (something of value given in exchange for a promise);
- iv) mutual agreement (assent) or meeting of the minds (a valid offer and acceptance).

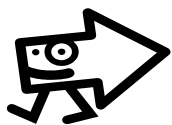
5. Each of the four essential requirements must be met in the formation of a valid contract.

Capacity of the Parties. Under the law, only a person who is legally competent has the power to make a binding contract and can be held to any promises contained therein. Persons who may be considered to be legally incompetent include minors, insane persons, and, sometimes under specified circumstances, intoxicated persons.

6. **Legality of Subject Matter.** If the subject matter of an agreement is not legal, the agreement is not enforceable in a court of law. In this respect, we do not use the expression "void" or "voidable"; the illegal agreement simply has no existence in contemplation of law.

7. There are two reasons why the subject matter of a contract may be illegal: statute and public policy. Statutes are legislative acts; public policy is a judicial determination of prevailing morality.

8. **Consideration** is something of value that is given in exchange for a promise. It is based on the idea of quid pro quo ("something for something"). In almost all contracts, consideration is required for enforceability.



LEXIS

privity of contract - договорные отношения, частный характер договорной связи

agreement - договор, соглашение; (взаимное) согласие

bind - обязывать; связывать обязательством; создавать обязательство

expressly - словесно, в прямой форме

impliedly - как подразумевается, подразумеваемым образом

omit to do - не сделать

give rise - вызывать, приводить к возникновению, давать начало

party to contract - договаривающаяся сторона, контрагент

promisor - лицо, дающее обещание; должник по договору

promisee - лицо, которому дают обещание; кредитор по договору

rely on - полагаться, надеяться; доверять, быть уверенным

reach an agreement - договориться, прийти к соглашению

offerer - оферент; лицо, делающее предложение

offer - оферта (предложение одного лица другому, сообщающее о желании заключить с ним договор)

offeree - лицо, которому делается предложение; адресат оферты

acceptance - одобрение, признание (стадия торгового договора: ответ лица, которому адресована оферта о ее принятии; согласие принять предлагаемые условия)
revoke - отменять; аннулировать; брать назад; отзываться
variation - изменение
valid contract - контракт, составленный в соответствии с действующим законодательством
capacity - правоспособность
legality - правомерность; допустимость
consideration - встречное удовлетворение; компенсация; вознаграждение; возмещение
meeting of minds - совпадение воли и желаний сторон (в процессе заключения договора)
binding - принудительный, обязательный, обязывающий
minor - несовершеннолетний; лицо, не достигшее совершеннолетия
enforceable - обеспеченный правовой санкцией, имеющий исковую силу
void - недействительный; не имеющий юридической силы
voidable - могущий быть аннулированным, оспоримый
in contemplation of law - в юридическом отношении, с точки зрения права
public policy - общественное мнение, публичный порядок
in exchange for - в обмен на
quid pro quo - лат. услуга за услугу, встречное удовлетворение

5.2. SCANNING

Part 2

1. Contracts may be classified in the following ways:

- express and implied;
- bilateral and unilateral;
- valid, void, voidable, and unenforceable;
- executed and executory.

2. An express contract is one in which the terms of the contract are stated by the parties, either orally or in writing. An implied contract is one in which the terms of the contract are not stated by the parties.

3. A bilateral contract is a contract by which the parties enter into mutual engagements. A unilateral contract is a contract containing only one promise in exchange for an act.

4. A valid contract is a contract that meets the requirements of law. A void contract is a contract that has no legal effect. A voidable contract is a contract that may be affirmed or avoided by one of the

parties, if he or she so wishes. An unenforceable contract is one that is valid in itself but not capable of being proved in a court of law.

5. An executed contract is one in which the object of the contract is at once performed, whilst an executory contract is one in which one of the parties finds himself to do, or not to do, a given thing at some future date.

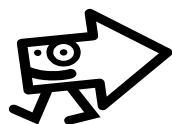
6. Certain contracts shall not be enforceable unless they are in writing and are signed by the party to be charged; for example, contracts not to be performed within a year.

7. **Discharge of contract** means that the parties to an agreement are freed from their contractual obligations. A contract is discharged in one of four ways:

- (a) agreement of the parties to bring the contract to an end;
- (b) performance of obligations;
- (c) frustration;
- (d) breach of contract conditions by another party.

8. **Reality of the contract**. As explained earlier, a meeting of the minds - mutual assent or agreement - is a necessary element of a contract. Without it, the contract may be void or voidable. There are several reasons why mutual assent may be lacking: mistake, fraud, innocent misrepresentation, undue influence, and duress:

- the error or mistake annuls the contract with the exception of cases when the contracting party would have been equally willing to enter into a contract with any other person; as there is mutual mistake as to the existence of the subject matter, the defendant can rescind the contract;
- fraud is such intentional perversion of the truth which prejudices the rights of another; though a fraudulent contract is void against any party intended to be defrauded, the party committing the fraud, cannot avoid the contract;
- undue influence is the improper or wrongful persuasion of a person to do something which without such persuasion he would not do; it usually consists in taking unfair advantage of another's mental, emotional or physical weakness;
- duress to avoid a contract must be proved to be either actual violence or a threat which negatives consent on the part of the party under duress;
- misrepresentation will cancel the contract, and if the misrepresentation is fraudulent the party making it will be held responsible to the other for damages; if an infant misrepresents his age, he is usually liable for the deception.



LEXIS

bilateral - двусторонний, заключенный двумя сторонами (договор, соглашение и т.п.)

unilateral - односторонний
 unenforceable - не снабжённый исковой силой, не могущий служить
 основанием для иска, не могущий быть принудительно осуществ-
 влённым
 executed - осуществлённый, совершенный, приведенный в исполне-
 ние
 executory - с исполнением в будущем; подлежащий исполнению
 terms of the contract - условия соглашения
 requirements of law – требования закона
 affirmed - подтверждённый
 avoided - признанный недействительным
 sign - подписывать(ся), ставить подпись
 party to be charged - сторона, обязанная по договору
 discharge of contract - исполнение договора, прекращение обяза-
 тельств по договору
 free - освобождать (от каких-л. обязательств и т.п.)
 bring the contract to an end – прекратить действие договора
 performance - исполнение, выполнение; свершение
 frustration - прекращение обязательства из-за невозможности его
 выполнения из намерение
 breach - нарушение
 reality - действительность, истинность; неподдельность
 fraud - обман; мошенничество, жульничество; подделка
 lacking - недостающий, отсутствующий, недостаточный
 innocent misrepresentation - ненамеренное введение в заблуждение
 undue influence - злоупотребление влиянием, ненадлежащее влияние
 duress - принуждение, давление
 rescind - аннулировать, расторгать, отменять (договор и т. п.)
 perversion - извращение; искажение; ложное толкование
 prejudice - наносить ущерб, причинять вред
 defraud - мошенничать, обманывать; обманом лишать собствен-
 сти, прибыли или недвижимости
 avoid - аннулировать, отменять, делать недействительным
 undue influence - злоупотребление влиянием, неподобающее влия-
 ние
 persuasion - увещевание, убеждение (процесс уверения кого-либо в
 чем-либо или уговаривания кого-либо сделать что-либо)
 negative - отрицать; отвергать; не подтверждать; отменять
 cancel - аннулировать, отменять; отказываться (от обязательств)
 deception - обман, жульничество; ложь; измышления, хитрость



5.3. QUESTIONS

1. How do they call a person to whom the promise is made?
 What does the promise create for him?

2. How may contracts be discharged?
3. How may contractual obligations be discharged?
4. In what way should an offer be accepted in order to create a binding agreement?
5. Under what conditions may the subject matter of a contract be illegal?
6. What are legal consequences of mistake, fraud, misrepresentation, duress and undue influence from the point of view of enforceability of a contract?
7. What are the essential elements of a valid contract?
8. What classifications of contract do you know?
9. What is consideration in contractual relations?
10. What is the role of consideration in contractual relations?
11. What reasons may impair reality of the contract?

5.4. AGREE OR DISAGREE

1. An executed contract is one that has no legal effect.
2. An implied contract is one in which the terms of the contract are unenforceable.
3. Any error or mistake annuls the contract.
4. From legal point of view any agreement is treated as a contract.
5. Misrepresentation is an essential element of a valid contract.
6. Under the law any person is legally competent to make a binding contract.



5.5. SCANNING



Business Contracts

1. Legislation lays down fundamental norms about the structure and content which all business contracts must comply with. For sales contracts, supply agreements and contract of service these norms are as follows:

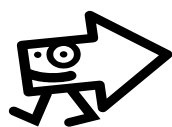
- goods/services must be of merchantable quality;
- the seller/contracting party must have title;
- goods/services must be fit for a particular purpose;
- goods/services must be as described;
- there must be no misrepresentations.

2. In a more detailed way the terms and conditions of a contract for sale of goods are as follows:

- a) description of the parties;
- b) description of the goods (quantity, quality and manner of selection);
- c) warranties and disclaimer of warranties;
- d) risk of loss and insurance;

- e) seller's obligation to tender delivery of the goods (time, place and manner of delivery);
- f) buyer's obligation to accept goods:
 - o buyer's right to inspect the goods before acceptance;
 - o buyer's right to reject goods:
 - (i) manner of rejection;
 - (ii) obligation to state reasons for rejection;
 - (iii) obligation to care for rejected goods;
 - o buyer's obligation to notify seller of breach discovered after acceptance;
- g) buyer's right to revoke his acceptance;
- h) buyer's obligation to pay for goods:
 - o price;
 - o medium of payment;
 - o time of payment;
 - o obligation to pay before inspection of the goods;
- i) remedies of seller;
- j) remedies of buyer;
- k) signature of parties;
- l) miscellaneous provisions:
 - o duration and termination of contract terms;
 - o provision forbidding parol modification;
 - o delegation of performance;
 - o assignment of rights;
 - o seller's rights on buyer's insolvency;
 - o buyer's rights on seller's insolvency;
 - o preservation of goods in dispute;
 - o force majeure;
 - o liquidated damages;
 - o proof of market price;
 - o acceleration clauses;
 - o choice of law clause.

The contract is to stipulate all these different things in good time. This is very important, as otherwise large sums can be spent on litigation.



LEXIS

sales contract - договор купли-продажи

supply agreement - договор на поставку

contract of service - контракт на обслуживание, договор об оказании услуг

merchantable quality - (хорошее) рыночное качество; коммерческое качество (оговорка в договорах купли-продажи, означающая, что товар должен отвечать всем целям, для которых он обычно употребляется, и соответствовать контрактному описанию)

title - право собственности; право на имущество; основание права на имущество
 manner of selection - порядок подбора ассортимента
 warranty - гарантийное обязательство
 disclaimer of warranties - отказ от обязательств; заявление об ограничении ответственности
 risk of loss - коммерческий риск, риск потерь
 tender delivery - выполнить условия поставки, осуществить доставку
 reject - браковать, забраковывать; отсортировывать, признавать негодным
 state reasons - обосновать причины
 medium of payment - средство платежа, платежное средство
 remedies of seller - средства судебной защиты продавца
 miscellaneous provisions - прочие положения
 parol modification - устное (не содержащееся в документе за печатью) изменение условий контракта
 performance - исполнение договора
 assignment of rights - переуступка прав
 insolvency - неплатежеспособность (неспособность выполнять денежные обязательства; может привести к признанию банкротом); несостоятельность
 preservation - законсервирование, консервация, сохранение, сохранность
 force majeure - форс-мажор, форс-мажорные обстоятельства, непреодолимая сила
 liquidated damages - ликвидные (заранее оцененные) убытки, оценочная неустойка
 acceleration clause - оговорка об ускорении, условие о сокращении срока исполнения обязательства,
 choice of law clause - условие контракта о выборе применяемого права
 stipulate - обуславливать, оговаривать в качестве особого условия
 in good time - заранее, вперед; заблаговременно



5.6. QUESTIONS

1. What are fundamental terms and conditions of a contract for sale of goods?
2. What should be written in the description of the goods?
3. What seller's and buyer's obligations may be defined in the contract for sale of goods?
4. Give the examples of miscellaneous provisions in such contracts and explain them if possible.

5.7. SUPPLEMENT FURTHER INFORMATION on the topic “Business contracts”.

5.8. KEY WORDS

acceptance	party to contract
agreement	performance
bilateral contract	sales contract
breach of contract	supply agreement
consideration	term of contract
contract of service	to bind
discharge of contract	to reach an agreement
enforceable	to rely on
executed contract	to rescind
executory contract	to revoke
express contract	to sign
implied contract	to stipulate
miscellaneous provisions	unenforceable
misrepresentation	unilateral contract
offer	valid contract
offeree	voidable contract
offerer	warranty



5.9. MAKE A REPORT on the topic “Privity of contract”, paying attention to the following points in your speech:

- legal nature of contractual relations;
- elements of a valid contract;
- reality of a contract;
- classification of contracts;
- structure and content of a business contract;
- discharge of contractual obligations.

Unit 6. Labour Law



6.1. BEFORE READING learn the following words and phrases which are essential on the topic:

collective bargaining - переговоры между предпринимателями и профсоюзами о заключении коллективного договора

collective labour law - коллективное трудовое законодательство

conditions of employment - условия работы по найму

contract of employment - договор личного найма, трудовое соглашение

dismiss = discharge from employment = fire = fire out = dehire = lay off = pay off = sack - увольнять

educational leave - отпуск для получения образования

employee - работник по найму, лицо наёмного труда

employer – работодатель, наниматель

fringe benefits – неденежные выплаты, сопутствующие льготы; доплаты к заработной плате, оговоренные в коллективном договоре

individual labour law – трудовое законодательство найма на работу

job security - гарантия занятости, обеспечение работой

labour law = labour relations law = fair employment practices law = employment law - трудовое право

labour union = trade union = union - профессиональный союз

maternity leave = child-care leave - декретный отпуск, отпуск по уходу за ребёнком

minimum wage - минимальный размер оплаты труда

remuneration - денежное содержание, заработная плата

retire = resign = quit = vacate a post = leave - увольняться

safety regulations - техника безопасности

sick leave – "больничный лист", денежное пособие по болезни

unemployment compensation - пособие по безработице

wage - заработная плата, жалование

working hours - продолжительность рабочего времени



6.2. SCANNING

Labour Law

1. Labour law is the body of laws, administrative rulings, and precedents which address the legal rights of, and restrictions on, working people and their organisations. As such, it *mediates* many aspects of the relationship between trade unions, employers and employees.

2. In general, there are two broad categories of labour law. First, collective labour law relates to the *three-party* relationship between employee, employer and union. It mostly concerns the inequality of bargaining power between employers and workers. Second, individual labour law concerns employees' rights at work and conditions and terms of employment.

3. The basic feature of **individual labour law** is that the rights and obligations of the worker and the employer between one another are mediated through the contract of employment between the two. Many terms and conditions of the contract are however implied by legislation or common law, in such a way as to restrict the freedom of people to agree to certain things in order to protect employees, and *facilitate a fluid labour market*.

4. Thus employees have certain rights enforceable by law:
- o the right of fair treatment regardless of age, race, religion, gender, or disabilities;
 - o the right to equal treatment, also with regard to wages;
 - o the right not to be dismissed without proper cause and the correct procedures;
 - o the right not to be dismissed for giving birth to a child;
 - o the right for compensation when employees are retrenched.

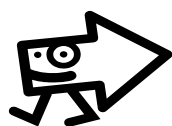
5. The central concept in **collective labour law** is "collective bargaining" which means negotiations between employers and employees (who are usually represented by a labor union) about terms and conditions of employment. The bargaining process is concerned with matters relating to working conditions: i.e. wages, working hours, job security, safety regulations, extended vacations, educational and maternity leave, housing, health insurance, unemployment compensation, and perhaps most important, carefully monitored grievance procedures to protect workers against any arbitrary action. Any or all of these may be the subject of consideration. When agreement cannot be reached, a union may conduct a strike against the employer.

6. According to collective labour law a trade union may be defined as a combination of workmen whose principal object is collective bargaining. As everyone knows, the legal control of trade unions is the subject of political debate. The pivotal questions are concerned with creation, recognition and de-recognition of a trade union.

7. Legal immunities of trade unions currently include:

- o protection against action for conspiracy;
- o protection for peaceful picketing;
- o provision prohibiting any court from ordering someone to work;
- o protection for persons inducing breaches of contracts of employment in contemplation or furtherance of a trade dispute.

8. Besides representatives of management and trade unions, private mediators and government officials sometimes participate in collective bargaining, especially when a major or vital industry is involved. Collective bargaining, which began in Great Britain in the 19th century, is now a crucial part of the labor union movement and an accepted practice in many industrial nations.



LEXIS

address – называть, адресоваться

mediate - содействовать соглашению или сделке между сторонами, служить связующим звеном

three-party - трёхсторонний

facilitate – оказать содействие, содействовать

fluid labour market - постоянно меняющийся спрос и предложение труда
 enforceable by law - обеспеченный правовой защитой
 fair treatment- справедливое отношение
 regardless of – независимо от
 gender – пол (мужской/женский)
 disabilities - ограничения дееспособности
 equal treatment - равенство обращения
 wages - заработная плата
 proper cause - истинная причина
 giving birth to - рождать
 retrench - сокращать
 extended vacations – бессрочный отпуск
 housing - обеспечение жильём, жилищные условия
 grievance procedures - порядок разрешения трудовых споров
 arbitrary – самовольный, произвольный
 conduct a strike - проводить забастовку
 combination of workmen – объединение работников
 principal object - основная цель
 pivotal question - ключевой вопрос
 de-recognition - прекращение признания
 action for conspiracy - иск об убытках, причинённых тайным сговором
 peaceful picketing - пикетирование без нарушения общественного порядка
 induce – побудить, склонять, убедить
 contemplation – цель, намерение
 furtherance – содействие, поддержка, способствование
 major or vital industry - ведущая или важнейшая отрасль промышленности
 crucial – принципиальный, важный
 industrial nations - промышленно развитые страны



6.3. QUESTIONS

1. What does labour law deal with?
2. What are two subdivisions of labour law? How do they differ?
3. What are the parties to a contract of employment?
4. What employee's rights are guaranteed by law?
5. Who usually participates in collective bargaining?
6. What matters is collective bargaining concerned with?
7. Why are trade unions treated as an indispensable element of social life in industrialized nations?



6.4. AGREE OR DISAGREE

1. There are four broad categories of labour law: collective labour law, individual labour law, labor union law and employment law.
2. Employment means negotiations between employers and employees about terms and conditions of their relations.
3. Government officials may not participate in collective bargaining.
4. There is no any legal control of trade unions in industrial countries.
5. Collective bargaining began in the USA at the beginning of the 19th century.



6.5. SCANNING

Defining the Employment Contract

1. The employment contract regulates the work relationship between the employer and employee. It stipulates the remuneration for work done by the employee. An agreement is signed after the work offer is accepted. The employer and employee both have rights and expectations that are stipulated in the contract.

2. Such contract is legally binding and enforceable by law even if it is an oral agreement. It is however safer to get a written employment contract. The information that should be included in the contract is:

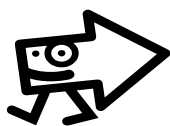
- name of company;
- full names of the employee;
- proper work description;
- commencement of employment date;
- work address;
- remuneration;
- minimum and maximum working hours;
- fringe benefit package, including a retirement plan, employee stock options, holiday pay, and health insurance benefits;
- sick leave stipulations;
- pension regulations;
- termination of employment;
- minimum notice time;
- procedures for complaints;
- disciplinary procedures;
- collective bargaining procedures.

3. Some employers also use non-disclosure and non-compete clauses to protect their trade secrets from being dispersed when employees leave.

4. The above terms and regulations are direct terms. Indirect terms (or assumed, unspoken terms) refer to terms not stipulated, but are indirectly referred to by signing the agreement. All contracts contain the following terms regardless of stipulation in the contract:

- trust and confidence in terms of work and payment to be done;
- ensuring a safe employment place.

5. The duty to provide written particulars of employment aims to allow the employee to know concretely what to expect and is expected. There are certain terms and conditions that people may simply not agree to because they are deemed categorically unfair. Thus an employer may not legally offer a contract in which the employer pays the worker less than a minimum wage. An employee may not for instance agree to a contract which allows an employer to dismiss them unfairly. However, this depends entirely on the particular legislation of the country in which the work is.



LEXIS

work offer – предложение работы

expectations - ожидания

stipulate – оговаривать, предусматривать

proper work description – точное описание работ, полная характеристика занятости

commencement of employment date – дата начала трудовой деятельности по контракту

fringe benefit package – пакет льгот и доплат к заработной плате

retirement plan - порядок выхода на пенсию

employee stock options - право сотрудника купить акции по льготной цене, поощрение служащих продажей акций

holiday pay - плата за работу в праздничный день

health insurance benefits - медицинское страховое пособие

termination of employment - окончание срока работы по найму

notice time – срок предварительного уведомления

non-disclosure clause - условие контракта о неразглашении конфиденциальной информации

non-compete clause - условие контракта о добровольном отказе сотрудника наниматься на работу в конкурирующие организации

disperse – разносить, распространять

leave – увольняться, прекращать работу

direct terms – однозначные, непосредственно обозначенные условия

assumed - предполагаемый

trust and confidence - доверительные отношения

particulars - подробные данные

unfairly – нечестно, несправедливо



6.6. QUESTIONS

1. Whose rights and duties does the employment contract stipulate?
2. What information should the employment contract contain?
3. Can you explain the difference between such terms of an employment contract as sick leave stipulations and health insurance benefits?
4. What is the purpose of a non-disclosure clause?
5. Give examples of indirect terms of employment.
6. What is the legal meaning of a minimum wage?



6.7. AGREE OR DISAGREE

1. The employment contract is a quasi-agreement which is not enforceable by law.
2. The employment contract is legally binding even if it is in oral form.
3. Direct terms and regulations of a contract are so called "assumed" or "unspoken" terms.
4. No employer may offer a contract in which he pays the worker more than a minimum wage.
5. The terms and conditions of employment are unified and do not depend on the particular legislation of the country in which the work is.



6.8. PREPARE a list of six additional questions to ask about the previous texts "Labour law" and "Defining the Employment Contract". Be ready to interview the students in your group.



6.9. MATCH the following words with their definitions:

bargaining; dismissal; educational leave; employee; employer; employment; maternity leave; minimum wage; safety regulations; remuneration; sick leave; trade union; unemployment; working conditions

1. an act of sacking somebody from their job
2. a period of time when a woman temporarily leaves her job to have a baby
3. a person or company that pays people to work for them
4. a person who is paid to work for somebody
5. accident-prevention rules; laws that protect the health of people at work

6. an amount of money that is paid to somebody for the work they have done
7. an organization of workers, usually in a particular industry, that exists to protect their interests, improve conditions of work, etc.
8. discussion of prices, conditions, etc. with the aim of reaching an agreement that is acceptable
9. permission to be away from work because of illness
10. the circumstances or situation in which people work
11. the fact of a number of people not having a job; the number of people without a job; the state of not having a job
12. the lowest money compensation that an employer is allowed to pay by law
13. the period of time spent away from work in order to complete a course of training
14. work, especially when it is done to earn money; the situation in which people have work



6.10. EXERCISE. Read and translate the example of an employment contract given below. In order to ask the students of your group about the details of this agreement make at least five questions to the text.

Contract of Employment

1. Names of the contracting parties.

Between: ACME ACE LIMITED (the "Employer")
 15 Town Road – Anytown – AT65 Y66
 And: JOHN SMITH (the "Employee")
 12 Smalltown Road - Midshire MRT 5EW.

2. Commencement of employment date.

Employment Start Date: 1st September 2009

3. Job title and description.

The Employee's job title is: Production Controller.

The Employee's main task is to assist the Production Manager in maintaining a consistent flow of production.

4. Address of the workplace.

The Employee will work from: 453 High Street, Newtown NEW12.

5. Salary.

The Employee's salary is J17,000 per annum. Payments are monthly by BACS directly in to the Employee's bank account.

6. Hours of work.

The Employee's working week will consist of 40 hours, from Monday to Friday and from 9 a.m. to 6 p.m. There is an hour lunch break: timing to be agreed with immediate supervisor.

From time to time, the Employee may be asked to work outside of the contracted hours. An hourly rate of 1.5 times the normal hourly rate will be paid.

7. Holiday entitlement.

The Employee is entitled to 4 weeks (20 days) paid holiday per annum. At the end of 5 years service an extra days holiday entitlement is given – followed by a further 1 day holiday entitlement for each of the next 4 years service: bringing maximum holiday entitlement to 5 weeks (25 days).

8. Sickness entitlement.

Contractual Sick Pay: the Employee will receive his normal salary for a period of 4 weeks, in any 12 month period where a doctor's certificate is produced after 7 consecutive days sickness.

9. Grievance procedure.

In all but one instance, the Employee must report any grievance to his immediate supervisor. Where, and only where, the grievance is with the immediate supervisor, the Employee can make his grievance known to the immediate supervisor of the Employee's supervisor.

10. Disciplinary procedure.

Where the Employer believes that the Employee has acted in an unfit way in the course of carrying out his duty, or the Employee brings the Employers business in to disrepute, the Employee will face a disciplinary inquiry.

If the Employee is found to have committed a minor misconduct, the Employer has the option of a verbal warning, or a written warning depending on the severity of the misconduct.

If the Employee is found to have committed gross misconduct, the Employer has the option of a verbal warning, a written warning, a final written warning, or instant dismissal. The Employer also has the option to suspend the Employee where the Employer needs to make an inquiry into the misconduct.

11. Notice periods required from both the Employee and the Employer.

The minimum notice periods are as follows:

<i>Time in Employment</i>	<i>Minimum Notice</i>
Under 1 month	No Notice

Over 1 month	1 Week
2 years' service	2 Weeks
3 to 12 years' service	One week for each year to a maximum of 12 Weeks.

The Employee must send a copy of his notice to the company's address, as 1 above.

The Employer will send a copy of the notice to the Employee's address, as 1 above.

In the case of the Employee being dismissed for gross misconduct, the Employer will decide if any notice period will be applied.

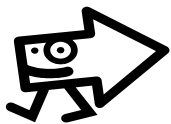
I agree to the above terms and confirm I have received a copy of this Contract.

Signed by the Employee

Dated

Signed by or on behalf of the Employer

Dated



LEXIS

job title - название должности

consistent flow of production – постоянный процесс производства продукции

per annum – ежегодно, в год

BACS - Bankers' Automated Clearing Services - Банковская автоматическая клиринговая система

timing - выбор определённого времени

immediate supervisor - непосредственный начальник

outside of the contracted hours - сверх обусловленных договором часов работы

hourly rate of 1.5 times the normal hourly rate – полуторный почасовой тариф от базового тарифа

holiday entitlement – право на оплачиваемый отпуск

extra day - дополнительный день

sickness entitlement - право на получение социальной помощи в случае болезни

Contractual Sick Pay - договорная оплата больничного листа

doctor's certificate – больничный лист, справка от врача

grievance procedure - порядок разрешения трудовых споров

in an unfit way – неприемлемым образом

in the course of carrying out – в процессе выполнения

disrepute - плохая репутация

face a disciplinary inquiry - подвергнуть дисциплинарному расследованию

minor misconduct - незначительный проступок

warning - предупреждение

severity – опасность, тяжесть

gross misconduct - злостное неправомерное поведение

instant dismissal - незамедлительное увольнение

suspend - временно отстранять от должности

notice period - промежуток времени на уведомление; срок для предупреждения, информирования

6.11. KEY WORDS

collective bargaining

contract of employment

dismissal

employee

employer

employment

fringe benefit package

grievance procedure

labour law

maternity leave

minimum wage

notice period

remuneration

safety regulations

sick leave

trade union

unemployment compensation

working conditions



6.12. MAKE A REPORT on the topic “Labour law”, paying attention to the following points in your speech:

- collective labour law;
- individual labour law;
- working conditions;
- employment contract.

Unit 7. Business Communication



7.1. SCANNING



Communicating in Business

1. Communication is the process by which information is exchanged in a number of ways:

- through the written word;
- through the spoken word;
- through pictures and diagrams;
- through *facial expressions*, behaviour and *posture*;
- through non-verbal sounds.

2. **The functions of business communication.** We communicate in business for a number of different reasons, and the methods we use will depend on the reasons, the circumstances, and perhaps the people with whom we are communicating. These are some of the reasons why we may need to communicate with others in a business setting:

- to pass on information
- to persuade people to buy a product or use a service
- to discuss an issue
- to recommend a course of action
- to make or answer a request
- to make or answer a complaint
- to keep a record of something that has happened or been agreed
- to explain or clarify a situation
- to give an instruction.

3. Clearly, to cover such a variety of situations, you will need to be able to use a range of different methods and styles. Your style and tone are unlikely to be the same if you are making a request, for example, as if you are making a complaint. You are also more likely to speak to an interlocutor than to write to them if you want to discuss an issue, whereas a record of something that has happened would need to be in writing.

4. Whether you communicate in writing or orally will depend on the circumstances, and to some extent on the person or people you are addressing.

5. The main **reasons for communicating orally** are:

- *To have a discussion.* It is very difficult to hold a meaningful discussion by letter, memo or e-mail.

- *To receive instant feedback from your audience.* Speaking to someone means that you do not have to wait for their response. However, this can sometimes be a disadvantage; in some circumstances, a considered response might be better.

- *To be able to judge your audience's reaction to what you are saying.* This usually only applies in face-to-face communication, but it can sometimes be useful to be able to judge from your audience's comments, expressions or body language what they think of what you are saying and perhaps adapt your style or tone accordingly.

- *For speed.* Even the fastest typist or writer cannot match the speed at which we speak, so if you want to communicate something quickly, it might be better to do so orally.

- *If the person with whom you are communicating has initiated the conversation.* If you are responding to an oral request, for example, you are likely to do so orally, unless your response is so complex that it would be better explained in writing.

6. The main **reasons for communicating in writing** are:

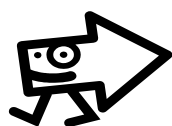
- To retain a permanent record. A conversation can be forgotten, misunderstood or even deliberately twisted. But if something is in writing (and if it is well written), everyone who reads it will be sure to get the right information. It also provides something to refer to if there is any dispute in the future. This is particularly important if the document constitutes a form of agreement, but it can also be useful in the case of a complaint.

- To provide a basis for discussion. We saw above that a discussion is usually best conducted orally, but it can be very useful for a discussion document to be available beforehand, setting out the facts of the case and perhaps giving the writer's own views and recommendations. This saves time, as it means that the meeting itself can discuss the implications and people's opinions, instead of having to go over the facts before any useful discussion can begin.

- To clarify a complex subject. Some subjects do not lend themselves easily to spoken communication. A graph or bar chart, for example, may be a better way of presenting figures, and it is easier to explain a confused situation in writing than orally.

- To send the same message to a number of people. If you want to give a number of people the same information (perhaps the date and venue of a meeting), then an e-mail or a circular memo or letter would be quicker and cheaper than speaking to each person individually.

- To be able to think carefully about what you want to say. You can plan your document and correct any errors before sending it out. It is easier to make a mistake when you are speaking spontaneously.



LEXIS

communication - коммуникация; общение; знакомства, контакты, связи; средство сообщения

facial expression - мимика, выражение лица

posture - положение тела

business setting - деловая обстановка

pass on - передавать

course of action - способ действий

request - запрос; заявка; прошение

complaint - жалоба; рекламация; претензия

keep a record - записывать

a range - большое число

interlocutor - собеседник

discuss an issue - обсудить спорный вопрос

whereas - в то время как

record - запись; регистрация, письменная фиксация (каких-л. фактов)

meaningful - содержательный

instant feedback - мгновенный отклик
 response - ответное действие
 considered – взвешенный, продуманный
 body language - жестикауляция и мимика
 typist - машинистка
 match the speed – успевать за темпом
 conversation - разговор, беседа; речевое общение
 retain – фиксировать, сохранить
 deliberately twisted - преднамеренно измененный, извращённый
 constitute - образовывать или вводить в силу
 available beforehand – заблаговременно представленный в распоряжение
 implications - выводы
 go over the facts - повторять обстоятельства дела и аргументы сторон
 lend themselves easily – легко поддаваться
 bar chart - план-график
 confused - путанный
 message - сообщение, донесение; извещение, письмо, послание
 circular memo - информационное письмо к целому ряду адресатов
 spontaneously – спонтанно, экспромтом



7.2. QUESTIONS

1. What are possible objectives of business communication?
2. What are the main reasons for communicating in writing?

3. What means of communication do you know?
4. When is it preferable to communicate orally?
5. Why is it necessary to use different methods and styles of communication in business sphere?

7.3. AGREE OR DISAGREE

1. A face-to-face communication is preferable if it is necessary to retain a permanent record of a conversation.
2. If you don't want to lose your time, it might be better to communicate through the medium of business letters.
3. When it is necessary to give a number of people the same information then a telephone call to each person individually would be advisable.
4. Whether you communicate orally or in writing will wholly depend on your financial capacity.

7.4. SUPPLEMENT FURTHER INFORMATION on the topic “Methods and styles of business communication”.

7.5. SCANNING



Writing a Business Letter in English

1. The basic *business letter* has its unified structure containing the following parts:

2. **Return address** (or sender's/addresser's location) is the name and the address of the company, beginning from the smallest division: the name of the company, house number, street, city, state or province and ZIP code, country. Business letters usually have a printed letterhead. It usually has all of the company's information, including address, phone number, fax number, company Web site and personal e-mail address. It may be written on the right side or at the top of the page.

3. **Date** - it's the date when the letter was written and signed. It is below the return address. It may be written in American style (month, day, year) or in non-American (day, month, year). But it is better to spell month not to make confuse: *12 January 2006*, not *12.01.06*.

4. **Destination address** (or receiver's/addressee's location) - the address and the person to whom you are writing. The information should be given in the same order as the return address. Usually it is written close to the left margin.

5. **Reference** - here you name the main topic of the letter. For example: *Re: Purchase Order 1132 of November 24, 2008*.

6. **Salutation** - when you name the person to whom you address. Example: *Dear Dr. Brown* or *Dear Mr. White*. When you don't know whom to address in company, you should use the formula *Dear Sir* (or *Dear Madam*, *Dear Ms*), or *To Whom It May Concern*.

7. **Body** - the body of a letter tells about the subject of the letter. Usually it has four parts:

(i) opening - where you give the reason of writing or involve the reader in the theme of your topic;

(ii) focus - where you provide details and explain what exactly the problem is;

(iii) action - where you say what will happen next or what actions you are going to undertake;

(iv) closing - be positive; here you thank the reader or demonstrate your hope for the positive result of your addressing, something like *I look forward to hearing from you soon*.

8. **Complementary close** is the phrase you use after you end the body of the letter and before you sign your name. It may be:

Very truly yours.

Very cordially yours.

Very sincerely yours.

Faithfully yours - only for formal complimentary closes.

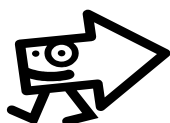
Sincerely yours, or *Yours sincerely* for both - formal and informal style.

Cordially and yours truly are appropriate only for informal complimentary closes.

9. **Signature** and typed name and title of sender - the writer's name and job title (or department) are typed at the bottom of the letter. He or she then signs the letter directly above the typed name.

10. **Postscript** is a brief sentence or paragraph introduced by the initials, "P.S." ("post scriptus," Latin for "after having been written"). It implies that the writer, having completed and signed the letter, had an after-thought. Although this is still commonly used in informal letters, it is not widely accepted for use in formal or business letters.

11. **Enclosure** - you add it in the left bottom corner of the page if you are sending something with the letter.



LEXIS

business letter - деловое письмо

return address - обратный адрес

ZIP code (zone improvement plan code) - почтовый

индекс

printed letterhead - отпечатанный штамп фирмы на бланке письма, печатный фирменный бланк

top of the page - верхняя часть страницы

destination address - адрес назначения, адрес получателя

reference - ссылка, отсылка (к предыдущему письму и т. п.)

salutation - приветствие

body - главная часть, основная часть (письма)

opening - начало; вступление; вступительная часть

focus - фокусировка на предмете письма

action - линия поведения, предполагаемый эффект

closing - концовка, заключительный пассаж (письма)

complementary close - прощальная вежливая фраза

typed name and title - машинописный вариант имени и должности

postscript - приписка в письме

after-thought - запоздалое соображение, поздно пришедшая

мысль

enclosure - вложение, приложение



7.6. QUESTIONS

1. Does a letterhead signify the return address or the destination address?

2. If you put the date in American style what does it mean?

3. What does abbreviation "cc" in letters mean nowadays?
4. What does the word "enclosure" mean if it stands at the end of the message?
5. What is a typical structure of the body of a letter?
6. Where is the destination address usually written?

7.7. SUPPLEMENT FURTHER INFORMATION on the topic “Golden rules of communication”.



7.8. SCANNING

Intercultural Communication Part 1

1. Intercultural communication can be defined as any interpersonal interaction between persons belonging to different cultural or social groups, which differ from one another because of diverse backgrounds, communication behaviors, communication interpretations, and word meanings. Intercultural communication interactions include both verbal and nonverbal messages.

2. While each individual may use multiple styles of communication, there are identifiable, culturally taught preferences. Use of multiple styles is common although there tends to be a personal preference that is the style that individuals may revert to under pressure. Style refers to *how* one speaks, not *what* one says. There are differences with regard to:

- low context and high context;
- being direct or indirect when speaking;
- working at a slow pace or a rapid pace;
- being formal or informal;
- rational and emotive;
- working collectively or as individuals;
- encouraging group harmony or individual assertiveness;
- respecting age or respecting youth.

3. Low Context:

- The context of communication is not assumed to be known. Things must be explained clearly and unambiguously.

- Interlocutor tends to use lots of words because the words establish the context/meaning.

4. High Context:

- The context of communication is assumed to be known. It is unnecessary, even disrespectful, to explain things precisely.

- Interlocutor tends to use few words because the context establishes the meaning.

- Interlocutor leaves understanding to the other person and respects their understanding of the situation.
5. **Direct:**
- What one means is stated in a direct manner; no “beating around the bush.”
 - Directness is equated with honesty and respect for the other person and the other person’s time.
 - The values of saving time and focusing on task are supported.
6. **Indirect:**
- Meaning is conveyed by subtle means such as nonverbal behaviors, questions, stories, parables, or use of a third party.
 - Indirectness is equated with politeness and respect for the other person and the other person’s feelings.
 - The values of relationship, history, and group harmony are supported.
7. **Faster Paced:**
- Speech patterns are rapid, indicating engagement and intelligence.
 - Immediate answers to questions are expected.
8. **Slower Paced:**
- Speech patterns are slower, indicating reflection and thoughtfulness.
 - Responses to questions are expected after the other person has time to reflect.
9. **Formal:**
- Communication is governed by strict rules regarding such things as forms of address based on age, status, topics.
 - Communication is ritualized, including the use of organizational hierarchy to determine who can/cannot be talked to and under what circumstances.
 - The values of status and hierarchy are supported.
10. **Informal:**
- Communication has few rules; people tend to be addressed by first name.
 - Communication is less bound to specific conventions. More flexibility in what is said, to whom one can speak, and under what circumstances.
 - The values of fairness and equity are supported.
11. **Rational:**
- Focus is on objective information/data and tends to be linear.
 - The emphasis is on ideas that are separate from the person. Disagreement with another person’s ideas is acceptable and even valued. It is not seen as a personal attack.
 - Discussion remains objective and not personalized.
 - Preference is for “taking turns” when talking.

- There is less variation in tone or gestures.
- When announcing a decision, an interlocutor focuses on facts or information.

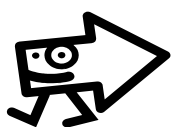
12. **Emotive:**

- Focus is on feelings. Communication tends to appear more *people-oriented* and *passionate*. The emphasis is on the person, so great importance is attached to feelings. Issues, ideas, and the person are not separate. Disagreement, if done at all, is done carefully and often indirectly because the person and idea are not separate - disagreement with ideas is an attack on the person.

- Sharing one's values and feelings about the issues is highly valued.

- Interlocutor can overlap (interrupt) when others are speaking.

- When announcing a decision, an interlocutor may describe it in terms of how it will affect people, relationships, or *morale*.



LEXIS

intercultural communication - межкультурное общение

interpersonal interaction - межличностное взаимодействие

diverse background – различные, несходные фоновые знания

verbal - словесный

nonverbal - относящийся к несловесной информации, несловесный

multiple - разнообразный

identifiable – различимый

preference – предпочтение

revert - обращаться вновь, обращаться

context - ситуация, окружение, среда, (окружающая) обстановка, обстоятельства, состояние

pace - скорость, темп

rational - рациональный, целесообразный

emotive - эмоциональный

assertiveness - уверенность в себе

age – старость, преклонный возраст, старшее поколение

assumed – предполагаемый, допускаемый

unambiguously – недвусмысленно, однозначно

disrespectful - невежливый

precisely - точно, в точности

understanding - осмысление, понимание, постижение

beating around the bush - подходить к делу издали, говорить обиняками, ходить вокруг да около

directness – откровенность, прямота

equate – приравнивать, считать равным

convey - выражать, передавать

subtle - неуловимый, едва различимый

indirectness – уклончивое поведение, вводящее в заблуждение
politeness - вежливость, учтивость, обходительность
speech pattern – картина речевых сигналов, модель речевого общения

engagement - деятельное участие, взаимодействие

reflection - размышление, обдумывание; раздумье

thoughtfulness - глубокомыслие

status - общественное положение, положение в обществе/компании

ritualize - соблюдать обряды

convention - традиция, правила поведения; условность

linear - прямолинейный

take turns - делать (что-либо) по очереди, действовать поочередно

people-oriented – ориентированный на поведение людей

passionate - подверженный страстям, пылкий, страстный

morale - моральное состояние, общий настрой

7.9. SCANNING

Part 2

Developing Intercultural Communication Skills

1. There are basic intercultural communication skills and behaviors that one can use to reduce confusion and miscommunication when communicating with others from various backgrounds and cultures. The following tips will improve your intercultural communication interaction skills.

2. Be prepared and learn all you can about the host culture of your opponents before negotiations begin. Do research about other culture's communication habits, styles and behaviors. This means learning about the behaviors as they relate to formality, status, non-verbal actions, the use of language, and the like.

3. Make sure communication interactions take place in a quiet space or room away from large crowds, activities, and loud background noises. When communicating with people of a different culture, it is important to be able to concentrate on the communication interaction.

4. Make sure the space or room where intercultural communication is taking place is comfortable for the person with the different background or culture. Different cultures prefer specific settings for communication with others. Lighting, temperature, refreshments, tables and seating are a few examples of how space setup effects successful intercultural communication interactions. Every culture has its own "ideal" communication space.

5. Develop sensitivity to the use of time and be patient when dealing with cultures that use a different tempo than the one found in your culture.

6. Listen carefully. Part of concentrating on the proceedings is learning to remain comfortable with silence and realize that a lack of words is also a form of communication.

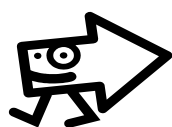
7. Learn to tolerate ambiguity and be tolerant of the unknown as you seek to make sense of what is new and often hard to characterize. Many intercultural encounters are characterized by confusion and a search for meaning.

8. There are number of communication techniques you can employ that might help resolve the conflict before it reaches the point of being irresolvable. Here are a few suggestions:

9. Learning to use collective pronouns can help defuse conflict. Although at times you may have to refer to people by name, when you are with a group of people, try to develop the practice of using collective pronouns as a way of centering on content instead of people. Notice how words such as “we” and “our” focus the conversation on everyone instead of on one person, as is the case with “I,” “me,” and “you.”

10. Repeat the other person’s comments as objectively as possible so that you can determine if you actually heard what they meant to communicate.

11. Try to locate areas of agreement. Often the areas of agreement can outweigh the differences, and therefore conflict can be avoided. Since both sides in a negotiation want to gain something, it should be a simple matter to isolate areas of agreement. If both parties can be made to see these areas, everyone benefits.



LEXIS

skills and behaviors - навыки и стили поведения

reduce - ослаблять, понижать, сокращать, уменьшать

confusion and miscommunication – замешательст-

во/путаница и ошибки в процессе общения

tips - подсказки

host culture – родная/базовая культура

do research – изучить

background noise - фоновые помехи, посторонний шум

crowd - толпа

specific setting - специальная обстановка, особым образом организованное время и место действия

lighting - освещение, свет

space setup – организация пространства

sensitivity – восприимчивость, способность к быстрому реагированию

be patient – заpastись терпением

tempo - темп речи

tolerate - допускать; терпеть, позволять, разрешать

ambiguity - двусмысленность толкования, неясность

make sense - иметь смысл, быть понятным

encounter - первый опыт (общения с чем-либо), первое знакомство, неожиданная встреча

resolve – разрешать (проблему), исправлять, решать

point of being irresolvable – этап, начиная с которого что-либо становится неразрешимым

collective pronoun - собирательное местоимение

defuse - снять остроту, сглаживать, спускать на тормозах

refer to people by name - обращаться к людям по имени

comments – комментарии, суждения

areas of agreement - вопросы, по которым возможно соглашение; сфера согласия

outweigh - перевешивать; быть более важным

isolate – выбрать, выделить

benefit - извлекать пользу, выгоду



7.10. QUESTIONS

1. Do we have in Russia a low context or high context culture?
2. How do rational and emotive styles of communication differ?
3. How do you understand the statement that “different cultures prefer specific settings for communication with others”?
4. How does a pace of living influence on an individual style of communication?
5. What communication is called “intercultural”?
6. What does the style of communication depend on?
7. What techniques can help you avoid conflicts in business communication?

7.11. AGREE OR DISAGREE

1. “Beating around the bush” is associated with being direct when speaking.
2. In a high context culture the words establish the meaning of interaction and thus everything must be explained clearly and in distinct terms.
3. Intercultural communication covers only verbal interactions.
4. It’s better to avoid using collective pronouns in business interactions.
5. The context of intercultural communication is always assumed to be known.

6. The values of status and hierarchy are paramount in all styles of communication.

7.12. SUPPLEMENT FURTHER INFORMATION on the topic “Intercultural Communication”.

7.13. KEY WORDS

area of agreement	nonverbal communication
background	opening
body language	postscript
business letter	printed letterhead
communication	reference
communication skills	request
complaint	response
complementary close	return address
context	salutation
conversation	tempo
convey	to communicate in writing
destination address	to communicate orally
enclosure	to discuss an issue
intercultural communication	to keep a record
interlocutor	to resolve
interpersonal interaction	to take turns
memo	to tolerate
message	verbal communication
miscommunication	ZIP code



7.14. MAKE A REPORT on the topic “Business Communication”, paying attention to the following points in your speech:

- functions and ways of business communication;
- intercultural communication;
- styles of communication;
- advantages and disadvantages of oral communication;
- advantages and disadvantages of written communication;
- business letters.

Учебное издание

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АНГЛИЙСКИЙ ЯЗЫК

для магистрантов
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