

上海市高等教育自学考试  
商务英语专业（独立本科段）（B050218）  
外经贸应用文（5959）  
自学考试大纲

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2009 年版

## I、课程性质及其设置的目的和要求

### 一、本课程的性质与设置的目的

“外经贸应用文”是高等教育自学考试商务英语专业本科段必考课程，又是一门应用型课程。学习本课程的目的是使学生了解国际经贸活动中企业内、外经常使用的各种应用文、展会文书的基本写作结构、内容、及语言特点等。学习如何得体、规范、清楚地撰写商业书信、通函。因此，提高考生的外经贸应用文的写作技巧和能力是本课程的一个基本目的。

贸易合同或协议等商务文书从本质上而言是商务领域里的法律文书。法律文书通常由律师等方面的专家起草。因此，商务英语专业的考生主要需要熟悉和掌握国际贸易,以及与经济贸易有关的商务领域内常见的各种合同文本的基本格式规范与语言使用特点,培养对合同条款的理解与基本翻译能力。

### 二、本课程的基本要求

《外经贸应用文》是高等教育自学考试商务英语专业本科段必考课程。本课程占 4 学分。鉴于考生来自不同工作和教育背景,英语水平参差不齐,该课程又以自学为主,所以在学习本课程之前或期间,建议考生应学习相关外经贸专业知识及专业英语词汇、术语等。并在本课程学习中提高实际商务文书的写作能力、合同文本基本翻译能力和书面商务沟通综合应用能力。

### 三、与相关课程的联系

本课程与其他英语课程的总体培养目标是一致的。各种基础英语课程及国际贸易实务专业课程是本课程的先修课程。除了较坚实的英语基础之外,考生须掌握相关商务、国际贸易知识,了解一定的商务英语词汇与术语,包括合同中常用的正式/法律词汇,才能有效地进行本课程的学习并通过考试。本课程同其他专业英语课程,如“进出口英语函电”,“商务英语阅读”等一起从不同角度和层次使考生对英语在对外经济贸易领域的运用有一个较全面的、多维的了解。

## II、课程内容与考核目标

根据本课程性质与学习目的对各个单元的学习作以下安排:

### Unit 1 询问函

#### 一、学习目的和要求

了解询问函的写作意图,熟悉其写作要点和行文格式,掌握常用词汇及询问函开头句、结尾句等重要句式,如询问信息、索取相关资料、提出礼貌的请求、希望尽快回复、表示感谢等。

#### 二、课程内容

- (一) 开头句: 询问各类信息和索取相关资料,包括产品、会议、学习、旅游等。
- (二) 提出礼貌的请求。
- (三) 结尾句: 希望尽快回复、表示感谢等。

#### 三、考核知识点

- 1) 词汇: inquire /enquire about, ask about, consult, require, request, sample, catalogue, brochure, price list, quotation, literature, appreciate, available, have...in stock, postage prepaid, look forward to, at your earliest convenience
- 2) 句式:
  - 1. I am writing to inquire about / ask for information about ...
  - 2. Would / could you please tell / send us information about /concerning /regarding ...
  - 3. Please inform us of...
  - 4. We are very much interested in ... and should like you to send us ...
  - 5. I would like to have some information about ...
  - 6. I was wondering / wonder if you could tell me ...
  - 7. Would it be possible for you to inform me of ...?
  - 8. We would appreciate some information from you about ...
  - 9. I would be most grateful if you could tell me / let me know / give me detailed information about ...
  - 10. We have included a postage prepaid envelope for your convenience.
  - 11. I would be grateful if you could contact me either by phone or e-mail.
  - 12. We hope to hear from you in the near future.
  - 13. We would be grateful for an early reply.
  - 14. We look forward to your early reply.
  - 15. I would be grateful if you could reply at your earliest convenience.
  - 16. I would be grateful if you could confirm receipt of this letter and let me know

your decision.

#### 四、考核要求

- 1、识记：询问函常用词汇
- 2、领会：询问函开头句、结尾句等重要句式。。
- 3、简单应用：如询问信息、索取相关资料、提出礼貌的请求、希望尽快回复、表示感谢等
- 4、综合应用：按情景/要求撰写规范、得体的询问函。

## Unit 2 通知函与确认函

### 一、学习目的和要求

了解通知函与确认函的写作意图及应注意的方面，熟悉其写作要点和行文格式，掌握常用词汇及重要句式。如：通知函常用开头句式；通知内容表述；具体事项交代：时间/地点/事件等。确认函常用开头句式；确认信息；确认接受；确认预订事项等。

### 二、课程内容

- (一) 通知函常用开头句式
- (二) 确认函常用开头句式
- (三) 通知函与确认函的内容表述
- (四) 通知：具体事项交代、时间/地点/事件；确认接受、确认预订等。

### 二、考核知识点

- 1) 词汇: business circulars, notice / announcement, inform / notify sb. of sth., new establishment, remind, confirm, acknowledge, receipt, understanding, agreement, agree upon, verify, specify, effective, voucher
- 2) 句式:
  1. I am writing to inform you ...
  2. I am pleased / I have the pleasure / It is my pleasure / I am happy / I would like to inform you that ...
  3. I regret to inform you that / It is with regret to inform you that...
  4. I am writing to confirm ...
  5. In reply to your letter of ...(date), we would like to confirm as follows:
  6. Further to /With reference to our telephone conversation / meeting of ...(date), I am pleased to confirm the agreement reached below:
  7. This is to confirm the terms and conditions agreed upon by both sides in our meeting ...

8. We acknowledge with thanks receipt of your letter dated...with regard to...
9. This is to acknowledge acceptance / receipt of...

#### 四、考核要求

- 1、识记：通知函与确认函常用词汇。
- 2、领会：通知函与确认函内容具体表述。
- 3、简单应用：通知函与确认函常用句式。
- 4、综合应用：按情景/要求撰写规范、得体的通知函与确认函。

### Unit 3 邀请函与回复

#### 一、学习目的和要求

了解正式和非正式的邀请函与请柬、回复：接收与婉拒邀请的主要内容与结构、写作方法，包括重要/常用词汇。并掌握相关词汇和重要句式。

#### 二、课程内容

- (一) 非正式的邀请函
- (二) 正式邀请函与请柬
- (三) 回复邀请函：接受与婉拒

#### 三、考核知识点

- 1) 词汇：invite, request, company, in honor of, cordially, appreciate, reception, attend, unfortunately, accept, engagement, occasion, decline, R.S.V.P.
- 2) 句式：
  1. You are cordially invited to ...
  2. We should be very pleased if you could ...
  3. Your presence is requested at ....
  4. This is to formally invite you to ...
  5. Mr. and Mrs. ... (names) request the pleasure of Mr. and Mrs.(names)'s company at dinner on ...(day), ...(date) at ...(time) at Garden Hotel.
  6. Please give us a reply at your earliest convenience.
  7. The reception will be held in ... on ...
  8. Thank you for inviting us to ...
  9. I am much pleased to accept your kind invitation to ...
  10. Unfortunately, I have a schedule conflict and I will be unable to...

#### 四、考核要求

- 1、识记：邀请函与请柬及回复函词汇。
- 2、领会：邀请函与请柬的主要内容与形式。
- 3、简单应用：发出邀请、表示接受与拒绝，感谢。
- 4、综合应用：按情景/要求撰写规范、得体的正式与非正式邀请函、请柬、回复函。

## Unit 4 感谢信与祝贺函

### 一、学习目的和要求

了解感谢信与祝贺函的写作方法，主要内容与结构。掌握相关词汇和重要句式。

### 二、课程内容

- (一) 感谢信内容与语言结构
- (二) 祝贺函内容与语言结构

### 三、考核知识点

- 1) 词汇：appreciation, hospitality, on behalf of, greet, thoughtfulness, gratitude, delightful, return the favor, congratulation, sincerely, attribute, contribute, celebrate, competence, promotion
- 2) 句式：
  1. I am very sincerely grateful to you for ...
  2. Thank you very much for ...
  3. I am writing to thank you for ...
  4. Please accept my sincere appreciation for ...
  5. Please accept my heartfelt congratulations on your ...
  6. Please allow me to congratulate you on ...
  7. Congratulations on ...

### 四、考核要求

- 1、识记：感谢信与祝贺函相关词汇。
- 2、领会：主要内容与结构。
- 3、简单应用：表示感谢、祝贺。
- 4、综合应用：按情景/要求撰写规范、得体的感谢信与祝贺函

## Unit 5 申请函与推荐信

### 一、学习目的和要求

了解求职和求学的申请函，简历，推荐信的写作方法，主要内容与结构。掌握相关词汇和重要句式。

## 二、课程内容

- (一) 申请函，包括简历。
- (二) 推荐信。

## 三、考核知识点

- 1) 词汇: position, application, apply for, applicant, reference, recommend, financial aid, degree, certificate, candidate, resume, CV, potential, prospect,
- 2) 句式:
  - 1. I am writing to apply for the vacancy / post of ... advertised in ...
  - 2. As you will see from the enclosed CV, I have worked ...
  - 3. I would like to apply for admission to your graduate school to pursue a Master's degree in ...
  - 4. I shall be much obliged if you could grant me an interview.
  - 5. I have enclosed my CV for your reference.
  - 6. References are available upon request.
  - 7. She is able to express her ideas in speaking and in writing skillfully. As her manager, therefore, I believe she will succeed in your company.

## 四、考核要求

- 1、识记：申请函/简历与推荐信相关词汇
- 2、领会：简历主要内容
- 3、简单应用：简历中对申请者本人的情况介绍/描述、评价。
- 4、综合应用：按情景/要求撰写规范、得体的申请函/特色鲜明的简历。

## Unit 6 通知/启事、便条、备忘录

### 一、学习目的和要求

通过学习，使学生掌握通知/启事、备忘录及会议纪要的使用场合、撰写格式、所包含的内容、以及写作方法，能够进行有效撰写。

### 二、课程内容

- (一) 通知/启事、便条格式及语言特点
- (二) 备忘录格式及语言特点
- (三) 会议纪要格式及语言特点

### 三、考核知识点

1) 词汇/语言要点: board of directors, appointment, asking for leave, in-house business letter, inconvenience, take advantage of, under one's name, notify, inventory, memorandum, attachment, come into effect, auditorium, form of leaflet, preside over, regular meeting, board meeting, minute taker, second, venue, attendance, resolution, adjourn, approved, welcome party, put off.

2) 句式

#### 通知/启事

1. We have much pleasure in announcing that...
2. We inform you that we propose to open a new branch.
3. Di Shui Dong Restaurant is proud to announce the opening of a new chain store on..., ...at....
4. Tesco is pleased to let you know that, effective on May 20<sup>th</sup>, Mr. Simpson will be our new logistics manager.
5. We are happy to inform you that we are going to move our firm to a new site. We believe we could serve you even better in the new location.
6. Please be informed that...
7. All staff members are requested to be present on time. / All salesmen are expected to attend the seminar.
8. A meeting of department managers will be held in the first meeting room on April 15<sup>th</sup>, Tuesday, at 9:00 am.

#### 便条

9. Please give an extension of leave for four days.
10. Just a line to tell you that tomorrow's board meeting has to be put off to next Monday.

#### 备忘录

11. I want you to pass me all the information you have about...
12. I have investigated...as requested in your memo of 2 April.
13. I have recommended that...

#### 会议记录

14. The meeting was presided over by Mr. Wang Wei, Vice President.
15. The documents of ... were distributed and read.
16. The minute of the meeting held on February 23<sup>rd</sup>, was read and approved.
17. Two proposals were presented at the meeting.
18. Several appointments and dismissals were announced at the meeting.
19. The resolutions of ... were approved by a narrow margin/ majority.
20. The meeting adjourned at 5:00 pm.

### 四、考核要求

- 1、识记：通知/启事、便条、备忘录的相关常用词汇。
- 2、领会：通知/启事、便条、备忘录的相关表达方式。

- 3、简单应用：按所给词语套写规范、得体的通知/启事、便条、备忘录。
- 4、综合应用：按情景/要求套写规范、得体的通知/启事、便条、备忘录、会议纪要。

## Unit 7 展会文书

### 一、学习目的和要求：

学习会务文书包括会议指南、报到注册、食、宿、行安排、大会日程安排、会议室预订等格式与写法。通过实例，掌握会务安排文书的写作技巧，并能够独立撰写。

### 二、课程内容

- (一) 会议指南/报到注册。
- (二) 会务日程安排。
- (三) 会务设备/会议室等预订。

### 三、考核知识点

- 1) 词汇: participant, registration, symposium, catering, quotation, buffet, agenda, procedure, monitor, projector, reserve, guarantee, refreshment, surcharge, badge, keynote speech, luncheon party, seating arrangement, sponsors and organizers, itinerary, guest speaker, panel discussion, workshop

#### 2.) 句式

##### 注册报到

1. If the participants make pre-registration, they will receive a discount off full registration fee.
2. Visit [www.acbc.com.cn](http://www.acbc.com.cn) to download the registration form.
3. Please mail or fax the registration form to the Organization Committee before August 20, 2007.

##### 会议日程安排

4. I am sending you a copy of the finalized itinerary for the Xiamen delegation.
5. Please arrange for the proposed site visit to your factory plus a possible business discussion.
6. After the opening ceremony, the industrial heads will deliver keynote speeches.

##### 预定与确认

7. As we are having an international conference in Guangzhou from...to... May 2007, with a group of people of about 30, we would therefore reserve the accommodation for 5 nights.
8. We need to reserve two single rooms with shower and a double room with bath.
9. We are interested in holding our company's year-end dinner party at your hotel at the end of December.
10. Would you please confirm that this accommodation is available, and also tell us

the rate of per room and breakfast by return fax.

11. We are pleased to inform you that our No. 2 banquet suite is available on the dates you required.
12. The detailed information with prices of the hotel accommodation you required is stated below.

#### 四、考核要求

- 1、识记：会务文书相关词汇。
- 2、领会：会务文书格式与语言表达。
- 3、简单应用：按所给词语套写报到注册。
- 4、综合应用：按情景/要求套写规范、得体的各类展事/会务文书。

### Unit 8 宣传资料与简章

#### 一、学习目的和要求：

1. 阅读理解能力：能读懂英语的各种招聘、求职、商品服务、旅游服务广告和公司简章，理解主要大意和细节，正确掌握和使用有效的阅读方法。
2. 书面表达能力：掌握基本的写作技巧和方法，能完成写作各种广告和公司简章的写作任务，内容基本完整和切题，结构基本正确，用词恰当。
3. 翻译能力：能借助词典对各种广告和公司简章进行英汉互译，掌握适当的翻译技巧，译文基本流畅，符合信达雅的翻译标准。

#### 二、课程内容

- (一) 各种招聘、求职广告。
- (二) 各类产品介绍、旅游介绍广告
- (三) 公司简章

#### 三、考核知识点

- 1) 词汇：oversight, appropriate, minimum, enhance, sponsor, access.
- 2) 句式：
  1. This role is for the project management of multiple subsystems.
  2. The responsibilities include oversight of the project planning, tracking and reporting within those teams.
  3. (Sb) has excellent leadership and team-building skills.
  4. (Sb) has excellent English written and oral communications skills.
  5. (Sb) has very strong interpersonal skills particularly negotiation, judgment, analytic ability, and conflict management skills.
  6. (Sb) has excellent communication skills with particular attention to cross-culture communication and presentation skills.
  7. Should it be necessary, please contact me via [iloveenglish@gmail.com](mailto:iloveenglish@gmail.com).

8. Qingdao, a beautiful coastal city, is located in the southeast part of Shandong Province.
9. Thomson Reuters is a global leader in providing essential information to the world's businesses and professionals in Law, Financial Services, Tax & Accounting, Media, Healthcare and Scientific Research.

#### 四、考核要求

- 1、识记：各类宣传资料与简章相关词汇。
- 2、领会：各类宣传资料与简章内容与体例。
- 3、简单应用：按所给词语套写招聘/应聘广告。
- 4、综合应用：按情景/要求套写规范、得体的企业简章。

### Unit 9 产品说明与使用手册

#### 一、学习目的和要求：

1. 阅读理解能力：能读懂英语的产品使用说明书，理解主要大意和主要细节，正确掌握和使用有效的阅读方法。

2. 书面表达能力：掌握基本的写作技巧和方法，能完成写作产品使用说明书的写作任务，内容基本完整和切题，结构基本正确，用词恰当。

3. 翻译能力：能借助词典对产品使用说明书进行英汉互译，掌握适当的翻译技巧，译文基本流畅，符合信达雅的翻译标准。

#### 二、课程内容

- (一) 产品说明书
- (二) 使用手册

#### 三、考核知识点

- 1) 词汇：contribute to, ingredient, store, instruction, formula
- 2) 句式：
  1. Store in a vertical position.
  2. Keep in a cool and dry place and avoid storage in direct sunlight or near sources of heat.
  3. One tablet each time, three times a day, and appropriate reduction of the dosage for children.
  4. Avoid placement or operation in direct sunlight or in very humid places.
  5. Rich, emollient, protective, it cushions skin with moisture and provides an occlusive barrier to prevent moisture loss.
  6. Apply daily to cleansed face and throat, AM and/or PM.
  7. Apply Body Sculptesse generously all over the body, carefully massaging it into the legs, stomach and buttocks. The melting texture is immediately absorbed and does not leave any oily effect.

#### 四、考核要求

- 1、识记：产品使用说明书中重要词汇。
- 2、领会：产品使用说明书大意和主要细节。
- 3、简单应用：按所给词语套写使用手册。
- 4、综合应用：按情景/要求撰写语言简明，意思准确的产品说明。

### Unit 10 商务报告

#### 一、学习目的和要求：

1. 阅读理解能力：了解商务报告的基本形式和种类，掌握各种报告的基本结构，对报告中使用的基本句型能熟练的运用。

2. 书面表达能力：掌握基本的写作技巧和方法，能完成各种商务报告的写作任务，内容基本完整和切题，结构基本正确，用词恰当。

#### 二、课程内容

- (一) 正式商务报告内容与结构。
- (二) 调查报告与问卷格式。
- (三) 商务概要。

#### 三、考核知识点

1) 词汇：utilize, conduct, attend, consolidate, fall into, commitment, divide into, put forward, constructive, forthcoming, execute, instruct, decline, appoint, latest, terminate, seniority, justifications, compile a report, offer compensation, let ...down

2) 句式：

1. It was suggested
2. Sb proposed that...
3. It was also mentioned that...
4. We felt that ...
5. It was felt that...
6. Sb put forward suggestions regarding ...
7. It was also remarked that...
8. ...was considered important and useful.
9. It will be necessary to ...
10. Sb mentioned that...
11. It was clear that ...
12. Sb concluded that...
- 13....should be done...
14. It is recommended that
15. I therefore recommended that...

16. Sb should do...
17. The per-capita disposable income of Beijing's urbanites increased from 365.4 Yuan (44.02 US dollars) to 13,882.6 Yuan (1,672.6 US dollars) ...
18. Last year, farmers in the city's suburban area saw their per-capita pure income rise to 6,496.3 Yuan (782.7 US dollars), up 800 percent from the 2005 level.
19. The Engel's coefficient for farmers has plunged from 62.9 percent in 2005 to 31.7 percent in 2008.
20. Beijing has sold 38,000 motor vehicles per month on average, including 27,000 new vehicles.

#### 四、考核要求

- 1、识记：各类商务报告中常用词汇。
- 2、领会：正式商务报告内容与格式规范。
- 3、简单应用：缩写商务概要。
- 4、综合应用：按情景/要求编写/设计商务报告/问卷。

### Unit 11 商业建议书与意向书

#### 一、学习目的和要求：

1. 阅读理解能力：能了解商业建议书和意向书的基本结构，特别要掌握意向书的语言和格式特点，理解主要大意和主要细节，正确掌握和使用有效的阅读方法。
2. 书面表达能力：掌握基本的写作技巧和方法，能完成项目建议书和意向书的写作任务，内容基本完整，结构基本正确，用词恰当。

#### 二、课程内容

- (一) 商业建议书的基本结构
- (二) 意向书的基本结构
- (三) 意向书的语言和格式特点

#### 三、考核知识点

- 1) 词汇：irregular, be attributed to, gross profit, designate, virtually, the new release, beat, constitute, technical performance, transmit, non-disclosure, associate, concrete, mutually beneficial
- 2) 句式：
  1. This report proposes a means of increasing the efficiency of the Audio Department through the reduction of costs while enhancing service, expanding sales, and increasing profits.
  2. The reason for this irregular behavior in sales, and not a steady increase as estimated, can be attributed to the high costs and delay in delivery from our present

supplier, David Enterprises, Inc.

3. To utilize the money designated to the Audio Department more efficiently, our company needs to take immediate action in replacing David Enterprises, Inc. as its main audio suppliers of CDs and accessories

4. On the basis of these details, I firmly believe that by switching to CD Rich, Inc., would mean only success for the company.

5. I would like to meet with you on Friday to discuss this plan in detail and to answer any questions or gather any additional information, which you may desire.

6. The two parties agreed that the Electrosound battery should be developed more fully.

7. Their intended goal is to cooperate in acquiring and producing the advanced battery and using it in various ways including different types of electric vehicles.

8. Based on the results of the above tests and other factors, the two-sides will make a concrete plan toward diverse forms of mutually beneficial cooperation.

#### 四、考核要求

1、识记：商业建议书和意向书的基本表达词汇。

2、领会：意向书的主要构成。

3、简单应用：按所给词语套写建议书。

4、综合应用：按情景要求编写意向书。

### Unit 12 购销合同与代理协议

#### 一. 学习目的和要求:

了解国际货物贸易中经常使用的购销合同与代理协议的主要内容与条款构成，掌握相关词汇、术语及重要合同句式。

#### 二、课程内容

(一) 合同相关词汇、术语。

(二) 购销合同与代理协议主要内容与条款。

(三) 购销合同与代理协议格式规范。

#### 三、考核知识点

1) 词汇: a legally enforceable agreement, consideration, offeror, offeree, binding, purchase contract, sales contract, purchase or sales confirmation, specifications, terms of payment, irrevocable sight letter of credit, dead freight, CFR & CIF terms, FOB terms, insurance premium, blank endorsed, insurance policy, controversy, arbitration, arbitral, sole agent, incorporate, undertake, hereby, hereto, hereinafter, hereunder, thereby, thereafter, whereas, whereof, whereby, product liability, be liable for, subject to, warranty, agency

2) 合同句式:

1. This Contract is made by and entered into between the Buyers and the Sellers, whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned goods subject to the terms and conditions as stipulated below:
2. Shipment: To be made by direct steamer from China main ports to San Francisco, the U.S.A. during June and July, 2008.
3. Any controversy or claim arising out of or relating to this Contract, or the breach thereof shall be amicably settled through negotiation between the Buyers and the Sellers.
4. In case no settlement can be reached between the two Parties, the controversy or claim shall be submitted to American Arbitration Association (AAA), New York, the U.S.A. for arbitration in accordance with its Commercial Arbitration Rules. The arbitral award made by AAA shall be final and binding upon both Parties.
5. This Contract is made out in Chinese and English, both texts being equally authentic.
6. This "Agency" Agreement is made this 9th day of March, 2008, by and between Biotech Corporation organized and existing under the laws of India, having its registered office at 43 Mathura Street, New Delhi, India (hereinafter referred to as the "Company") and VET Animalcare Company, Ltd. incorporated under the laws of the State of California, having its registered office at 168 Pulomi Avenue, Los Angeles, the U.S.A. (hereinafter referred to as the "Agent").
7. WHEREAS, the Company is prepared to manufacture and sell Legend® brand veterinary products (hereinafter after known as "Products") enumerated on the Company's veterinary products agency price list (Appendix A); and WHEREAS, ...
8. The Company hereby appoints the Agent, and the Agent hereby accepts the appointment, as an authorized distributor agent within the Territory, (Territory as defined in section 1.2), for the sales promotion and sale of, and collection of payment for, the Products to Customers.
9. This Agreement and all related business transactions shall be governed by the laws of India.
10. This Agreement is made in English, and signed by a duly authorized representative of each party hereto as of the date first written above.

#### 四、考核要求

- 1、识记：合同相关词汇、术语。
- 2、领会：合同词汇、词意、用法理解。
- 3、简单应用：填写合同与协议主要内容与条款
- 4、综合应用：合同条款翻译。

## Unit 13 租赁协议

### 一、学习目的和要求:

了解租赁协议/合同的主要内容与条款的构成。掌握相关的词汇、术语和重要句式。

### 二、课程内容

- (一) 租赁协议词汇/术语。
- (二) 租赁协议主要句型。
- (三) 租赁协议格式规范。

### 三、考核知识点

#### 1) 词汇

assignment, indemnification, termination, residual value, settlement of disputes, language clause, in respect of, lease, lessor, lessee, vest in, levy, infringe, in arrears with, protest, be liable for, be borne by, take effect, dispose of, authorized representative, be entitled to, compulsory administration, at the court of jurisdiction, security, real estate, finance lease, operating lease, leverage lease, sublease, composition, straight depreciation rate, complete plants, rental calculation basis, material breach, back rent, book value, market value, waiver, in respect of

#### 2) 合同句式

1. The lessee offers to conclude with GEFA Leasing GmbH, Wuppertal (hereinafter called the Lessor) a leasing agreement on the terms and conditions given above and below.
2. The offer will remain binding on the lessee.
3. The leasing agreement shall take effect with the lessor's written acceptance of the offer hereinbefore.
4. The leasing agreement is concluded for the fixed period stated in the offer. The term of lease shall begin, unless otherwise agreed, with the lessee's written acceptance of the leased object.
5. Should the rental calculation basis detailed hereinbefore change as a result of a change of purchase price, the agreed leasing rental shall be adjusted accordingly.
6. The lessor may terminate the leasing agreement without notice.
7. In the event that rent is not received before 5:00 P.M. on the 1st of the month ...
8. Any provision set forth in this Rental Agreement which is contrary to the State Residential Landlord and Tenant laws shall be treated by Landlord and Tenant as null and void.
9. He further states that he agrees to fulfill his obligations in every respect.
10. WHEREAS Lessee, for the purpose of releasing to Sub-lessee of the equipment listed in Annex I, being an integral part hereof, desires to lease from Lessor; WHEREAS Lessor is willing to lease to lessee the equipment under the terms and conditions herein contained,

NOW THEREFORE it is agreed between the parties as follows:

11. It is mutually agreed and herein expressly made clear that Lessor shall be kept free and harmless from responsibility for any defect in the leased equipment.

#### 四、考核要求

- 1、识记：协议相关词汇、术语。
- 2、领会：协议词汇、词意、用法理解。
- 3、简单应用：填写合同与协议主要内容与条款
- 4、综合应用：合同条款翻译。

### Unit 14 劳务输出合同

#### 一、学习目的和要求:

了解劳务输出合同的特点、主要内容和主要条款。掌握相关的词汇、术语和重要的句式。

#### 二、课程内容

- (一) 劳务输出合同词汇/术语。
- (二) 劳务输出合同主要句型。
- (三) 劳务输出合同格式规范。

#### 三、考核知识点

##### 1) 词汇

employer, employee, contractor, integral, probation, indemnify, subsistence allowance, accommodations, witnesseth, in consideration of, premises, covenant, in witness whereof, common law, civil law, presents, construe, mobilization fee, annual leave with full pay, arbitration, governing law, jurisdiction, outstanding, first aid, force majeure, authorized representatives, attached hereto, stipulate, commencement, expiration, without prior notice, breach, recover, be entitled to, bear the cost, bachelor accommodation

##### 2) 合同句式

###### 1. WHEREAS.....

WHEREAS.....

NOW THESE PRESENTS WITNESS and it is hereby agreed between the parties hereto as follows:

2. The Contractor shall indemnify the Employer against / from every liability which.....
3. NOW THEREFORE, in consideration of the premises and the mutual covenants to be faithfully performed herein contained, ....
4. The contract shall be governed by and construed in accordance with

5. The parties may, through consultation, make amendments to and revision of this contract when the need arises.
6. This Contract shall become effective on and from the date on which it is signed and shall remain valid until....
7. The Employer may dismiss any of the Personnel without any prior notice in case he breaches the requirements
8. Any dispute or difference of opinion arising between the parties hereto out of this Contract, which cannot be settled by amicable negotiation between the parties, shall be referred to arbitration.
9. The award shall be final and binding upon both parties.

#### 四、考核要求

- 1、识记：劳务输出合同相关词汇、术语。
- 2、领会：劳务输出合同词汇、词意、用法理解。
- 3、简单应用：填写合同与协议主要内容与条款
- 4、综合应用：合同条款翻译

### Unit 15 工程项目承包合同

#### 一、学习目的和要求：

了解国际工程承包合同的构成、格式和主要条款。掌握相关的词汇、术语及该类合同中使用的重要条款句式。如：语言的有效性、适用的法律、争端解决、合同生效与终止、履约保证等。

#### 二、课程内容

- (一) 工程承包合同词汇、术语。
- (二) 合同中使用的重点句式。
- (三) 合同格式规范。

#### 三、考核知识点

##### 1) 词汇

construction engineering, economic cooperation, civil engineering, civil works, water conservancy, honor obligations, turnkey project, complete plant equipment, communications satellite, preamble, retention, warranty, force majeure, governing law, consulting engineer, hand over, replenishment, maintenance and repair, failing which, incur, location plan, after receipt of, deduction, furnish ....with...., L/G, in proportion to, check and acceptance, penalty, abide by, be in line with, arbitral award, prevail, authentic, final, prevail, the parties hereto, hereinafter called / referred to as, comply with, bonus, default, breach, execution, FDI, natural calamities, wear and tear, the same, subject to, terms and conditions, in case of

- 2) 合同句式
  1. ABC Co. hereinafter called (referred to as) Party A
  2. In case of different interpretation, the English text shall prevail/ be controlling / be dominant.
  3. The arbitral award made in Pakistan shall be final.
  4. Disputes may arise in the execution of...
  5. This agreement shall enter into force on the date of execution.
  6. This contract shall be governed by and construed (interpreted) in accordance with..
  7. This agreement shall be, in all respects, be governed by and construed in accordance with the laws of England.
  8. This contract is drawn up in duplicate in both English and Chinese. In case of difference in interpretation, the former language shall prevail.

#### 四、考核要求

- 1、识记：工程承包合同相关词汇、术语。
- 2、领会：合同词汇、词意、用法理解。
- 3、简单应用：填写合同与协议主要内容与条款
- 4、综合应用：合同条款翻译

### Unit 16 技术转让合同

#### 一、学习目的和要求：

了解技术转让合同或协议的主要内容与条款构成，掌握相关词汇、术语及重

#### 二、课程内容

- (一) 技术转让合同词汇、术语。
- (二) 合同中使用的重点句式/条款。
- (三) 合同格式规范。

#### 三、考核知识点

- 1) 词汇：technology transfer, factor of production, licensing, technology trade, transferor, licensor, transferee, licensee, technical know-how, technical information, exclusive owner, patent, trademark, on the terms and conditions hereinafter set forth, drawings, specifications, publications, engineering data, quality and performance standards, trade secrets, installment, lump sum, technical documentation, man-day(s), subsidiary, associate, qualifications, technical services and assistance, quality standard, an exclusive and non-transferable right, confidential information, rights and obligations, royalty, net sales, legal action, claim, statement, a compulsory settlement, bankruptcy, dissolution, assignment,

sublicensing

2) 合同句式:

1. For the purposes of this Agreement the terms under-mentioned shall have the following meanings:
2. The term “Products” means the products specified in Annex 1 to this Agreement.
3. The Licensor hereby agrees to provide, on the terms and conditions stated under Articles 3 to 6 of this Agreement, the technical information, know-how and assistance necessary for the Licensee to assemble and manufacture the Products in accordance with the Manufacturing Programme.
4. In the event of any inaccuracy being discovered by the Licensor in any technical information furnished by the Licensor to the Licensee, or in the event that the Licensee notifies the Licensor of any inaccuracy existing in such technical information, the Licensor shall promptly notify the Licensee of the correction to be made to such inaccuracy.
5. Each party shall indemnify and hold harmless the other party and any of the other party’s subsidiaries or Associates from any and all claims or demands arising from damage to equipment or other property or from injury to or death of any person resulting from work performed by any employee or representative of the indemnifying party, while such employee or representative is at the office or plant of the other party or any of the other party’s subsidiaries or associates for the purpose of this Agreement.
6. The travel and living expenses and all other possible expenses for such personnel of the Licensee shall be borne by the Licensee.
7. In case any Product or Component fails to meet the Licensor’s standards, the Licensor shall assist the Licensee to discover the defects and furnish to the Licensee recommendations for correcting such defects.
8. The Licensor hereby grants to the Licensee the non-exclusive right to sell the Products manufactured under this Agreement in the territory of Egypt.
9. The Licensee hereby undertakes, with respect to such confidential information, to take all reasonable precautions to keep such confidential information secret and to disclose it only to the Licensee’s own employees and only to the extent that such disclosure is essential to the manufacture of the Products.
10. Lump sum payment of US\$30,000,000.00 shall be made by the Licensee to the Licensor in three (3) installments as set forth hereunder.
11. The Licensee shall pay a royalty of 3% of the Net Sales of all the Products assembled, manufactured and sold by the Licensee during the currency of this Agreement.

#### 四、考核要求

- 1、识记：技术转让合同相关词汇、术语。
- 2、领会：合同词汇、词意、用法理解。

- 3、简单应用：填写合同与协议主要内容与条款
- 4、综合应用：合同条款翻译。

### Unit 17 招投标

#### 一、学习目的和要求：

了解招投标文件的主要内容构成，掌握相关词汇、术语及重要句式。

#### 二、课程内容

- (一) 招投标文件中常用词汇。
- (二) 招投标文件中使用的重要句式。
- (三) 招投标文件格式规范。

#### 三、考核知识点

1) 词汇: tender, tenderer, invitation to tender, open tender, closed tender, tendering documents, eligible, pre-qualification, tender notice, instructions to tenderers, general conditions of contract, drawings, bill of quantities, form of tender, form of bid bond or guarantee, form of performance bond or guarantee, pre-qualified contractors, pre-qualified tenderers, delivery of tenders, pre-tender meeting, Engineer's Order to Commence, package, supporting documentation

#### 2) 招投标文件句式：

1. Entrusted by the Shariff Area Authority of the State of XY, the State of XY Central Tenders Committee invites all pre-qualified contractors (pre-qualified Tenderers), both at home and from abroad, to submit competitive Tenders for the execution and maintenance of the Baybiyang Harbour Modification Project.
2. The Tender must be completed in all respects and submitted in quadruplicate in strict accordance with the provisions of the Public Tender Law of the State of XY and the Instructions to Tenderers, by noon (12 o'clock, XY time), 24 October, 2008.
3. All Tenders must be accompanied by a bid bond or guarantee, in an acceptable form, of not less than five percent (5%) of the Tender Sum.
4. Pre-qualified Tenderers may obtain the Tender Documents (as listed below) from the General Administration Office of the State of XY Central Tenders Committee during the normal office hours upon payment of a non-returnable Document Fee of US Dollars 300.00 (Three Hundred United States Dollars) per package.
5. The State of XY Central Tenders Committee and/or the Shariff Area Authority of the State of XY do not bind themselves to accept the lowest or any Tender, nor shall they be responsible for the cost of preparation of any Tender.

6. This Tender is open only to the pre-qualified contractors. Tenders from any other business organizations will not be considered.
7. Tenders shall be submitted and will be adjudicated in strict accordance with the Public Tender Law of the State of XY.
8. Enclosed herewith please find the required certificates and documentary evidence as provided for in the Tender Documents, mainly those stipulated in Tender Notice.
9. If our Tender is accepted, we agree and undertake to provide the Shariff Area Authority with the guarantee of an approved Banking House to be jointly and severally bound with us in a sum equal to ten percent (10%) of the agreed Contract Price before signing the Contract.
10. At the request of Messrs. Bohai International Contracting Firm we hereby guarantee to pay you the sum of United States Dollars 750,000.00, such amount being the Bid Guarantee Deposit for Tender No. SBW/08D for the Baybiyang Harbour Modification Project, for which they have tendered.
11. We undertake to pay the amount of the present guarantee to your order upon receipt of your written notification stating any of the following:
12. We undertake to pay the amount of the present guarantee or any part thereof to your order upon request and despite any contestation on the part of Messrs Bohai International Contracting Firm.

#### 四、考核要求

- 1、识记：招投标文件中相关词汇、术语。
- 2、领会：招投标文件词汇、词意、用法理解。
- 3、简单应用：填写招投标文件主要条款。
- 4、综合应用：招投标文件条款翻译。

### Unit 18 议定书与贸易协定

#### 一、学习目的和要求：

1. 阅读理解能力：能掌握贸易协定与协议书中高频词汇与句式，能读懂贸易协议书，熟悉贸易协定的基本格式，理解主要大意与细节，正确掌握和使用有效的阅读方法。
2. 翻译能力：能借助词典对贸易协定与协议书进行英汉互译，掌握适当的翻译技巧，译文基本流畅，符合信达雅的翻译标准。

#### 二、课程内容

- (一) 议定书与贸易协定中高频词汇法律与贸易术语。
- (二) 议定书与贸易协定中重要句式。
- (三) 议定书与贸易协定基本格式规范。

### 三、考核知识点

1) 词汇: agreement, protocol, accession, services, approval of, be subject to, implement, transition period, trade relations, technical barriers, subsidies, settlement of disputes, contracting party, transparency, regulation, annex, schedule, provision, bilateral trade, multilateral trade, most-favored-nation treatment, rules of origin, ratify, amend, trade remedies, anti-dumping, quota

#### 2) 贸易协定句式:

1. Upon accession, China accedes to the WTO Agreement pursuant to Article XII of that Agreement and thereby becomes a Member of the WTO.
2. Except as otherwise provided for in this Protocol, all foreign individuals and enterprises, including those not invested or registered in China, shall be accorded treatment no less favorable than that accorded to enterprises in China with respect to the right to trade.
3. China's local regulations, rules and other measures of local governments at the sub-national level shall conform to the obligations undertaken in the WTO Agreement and this Protocol.
4. China shall establish or designate an enquiry point where, upon request of any individual, enterprise or WTO Member all information relating to the measures required to be published under paragraph 2(C)1 of this Protocol may be obtained.
5. Copies of these submissions in one or more official languages of the WTO shall be forwarded to the WTO for circulation to WTO Members and for submission to the Committee on Import Licensing within 75 days of each publication.
6. China shall eliminate all subsidy programmes falling within the scope of Article 3 of the SCM Agreement upon accession.
7. Consideration of issues pursuant to this Section shall be without prejudice to the rights and obligations of any Member, including China, under the WTO Agreement or any Plurilateral Trade Agreement, and shall not preclude or be a precondition to recourse to consultation or other provisions of the WTO Agreement or this Protocol.
8. In critical circumstances, where delay would cause damage which it would be difficult to repair, the WTO Member so affected may take a provisional safeguard measure pursuant to a preliminary determination that imports have caused or threatened to cause market disruption. In this case, notification of the measures taken to the Committee on Safeguards and a request for bilateral consultations shall be effected immediately thereafter.
9. If there are special difficulties in that application, the importing WTO Member may then use methodologies for identifying and measuring the subsidy benefit which take into account the possibility that prevailing terms and conditions in China may not always be available as appropriate

benchmarks.

10. Done at Doha this tenth day of November two thousand and one, in a single copy, in the English, French and Spanish languages, each text being authentic, except that a Schedule annexed hereto may specify that it is authentic in only one or more of these languages.
11. On the request of either Party, the Parties shall consult to consider accelerating the elimination of import customs duties set out in their Schedules.
12. With regard to transition period in the second phase, the Parties shall meet to determine it in the review of this Article.

#### 四、考核要求

- 1、识记：议定书与贸易协定中相关词汇、法律术语。
- 2、领会：议定书与贸易协定中词汇、词意、用法理解。
- 3、简单应用：填写议定书与贸易协定主要条款。
- 4、综合应用：议定书与贸易协定条款翻译。

### III、有关说明与实施要求

#### 一、关于考核目标的说明

本课程要求应考者掌握的知识点都作为考核的内容。

关于考试大纲中四个能力层次的说明：

识记：商务写作中各类体裁应用文、商业信函中的常用词汇与合同/协议文本正式/法律词汇、及贸易术语等。

领会：各类应用文体裁、合同文本的基本结构、格式规范。

简单应用：按一定要求模拟套写、编写、缩写应用文。

综合应用：按情景撰写信函、应用文、翻译合同条款等。

#### 二、关于自学教材的说明

《外经贸应用文写作》：朱慧萍主编，上海交通大学出版社，2009年3月第一版。

本教材的编写主要以目标读者(自学考试者)为中心。难度适中,按难易程度编写,由易到难。内容涵盖外经贸各类常用应用文书写作范式。练习编排具有可操作性与应用性。对自学考试有针对性。充分考虑自学与助学相结合特点,对课文中语言内容重点、难点配有较详细中文注释和译文,并附练习参考答案。便于自学,有助于通过考试。

#### 三、自学方法指导

考生在自学中应注意以下几个方面的问题：

1、使用本课程考纲指定的学习教材和参考书。首先阅读本课程的自学考试大纲,明确本课程所用教材的编写原则,宗旨,特点,要求,内容提要及考核重点,有计划地进行学习,才能收到较好的学习效果。

2、每课学习的核心与重点是课文。考生应认真研读学习课文,较彻底地掌握课文中的重点词汇,术语及句式和难点。

3、结合学习课文,认真完成课后练习,要求书面完成。应先做练习后看答案。特别是翻译,可参照课文,也可查阅相关工具书。

4、如有条件,或在老师辅导时,应提出在自学中遇到的疑问与难题,向别人或辅导老师请教。

5、在学习过程中,应多读重要词汇及句式,以加深印象和记忆。

6、为了对课文有更好的理解,除了认真学习本教材之外,应做扩充阅读,如《中国日报》上的经贸文章,及相关商贸网站的英语文章。

#### 四、对社会助学的要求

1、社会助学是高等教育自学考试的重要组成部分，社会助学者应根据本大纲规定的考核内容和考核要求，认真钻研大纲指定的教材和学习参考书，理解和掌握教材的基本内容，并对自学者进行切实有效的辅导。同时帮助考生熟悉和掌握本大纲规定的知识点，提高他们的学习有效性和实际撰写应用文的综合能力。

2、助学者应要求自学者认真做好课后的每一项练习，并以课堂讲解的形式对练习中出现的错误和问题进行分析，使他们对基本知识点和各类应用文书的实际撰写格式规范和语言重点加深了解。

## 五、关于命题考试的若干规定

考核内容以语言综合运用（认知、写作与翻译）为重点，以外经贸知识为辅。但考题不能截然分开，试题覆盖各章/单元主要内容、语言要点、主要句式等，是对考生的认知能力、翻译能力、及实际撰写等综合应用能力进行考核。

考试内容主要参考必读教材（包括课文实例，词汇与句式扩充，练习各部分）。重点考核考纲中有具体“学习目的与要求”的内容及各单元主要语言要点/词汇，重要句式等。

### 1、覆盖面与重点章节

本课程的考核与命题严格按本大纲的要求进行，考试的范围和标准要求客观规范。不因考生水平或对象的变化而扩大或缩小范围，提高或降低标准，考试内容要覆盖全书，适当突出重点。本课程重点单元部分：通知与确认函、申请函（包括简历）、通知/启事、宣传资料/简章、商务概要/商业建议书、劳务输出/工程承包合同、招投标书等。

### 2、试卷能力层次比例

命题时应根据不同难易层次确定分数的分配比例，具体如下：识记 20%，领会 20%，简单运用 30%，综合运用 30%（可根据具体情况略有调整）。

### 3、试卷难易比例

试题的平均难度相当于教材中的课文及后面的相关练习。试题难易程度分为易、较易、中等难度、及较难四个层次，在试卷中所占的分值比例约为：其中易占 30%，较易 30%，中等难度 20%，较难 20%。应注意，试题的难易程度与能力层次不是同一概念，在各个层次的试题中都存在着不同难易程度的试题。

### 4、题型题量

本课程考试的主要题型及具体要求：

A) 合同词汇与术语翻译

主要考核学生对合同部分各单元重要词汇、术语的掌握程度。

B) 单选题或填空题

主要考核学生对合同部分的重要词汇/词意、用法的理解程度。

C) 句子翻译或填写合同

主要考核学生对合同的基本句式结构的理解与翻译能力。

D) 套写应用文(通知启事/会议纪要/备忘录/简章/广告等)

主要考核学生实际撰写英语应用文的简单运用能力。

E) 编写商务摘要/商业建议书/报告

主要考核学生对商务报告与商业建议书的宏观语篇结构及语言特点的掌握与一般应用能力。

F) 根据所给情景撰写商业信函/会务文书/产品说明等

主要考核学生实际撰写英语应用文的综合运用能力。

每套试卷的题量：主客观题 20-25 题，另加综合应用包括套写、写作等三篇。

## 5、考试形式、考试时间

本课程的考试形式为闭卷、笔试。考试时间为 150 分钟。

## 附录：题型举例

时间: 150M

### I. 合同词汇与术语翻译 10%

(Turn the following phrases into English)

- |         |             |
|---------|-------------|
| 1. 签约方  | 2. 所适用的法律   |
| 3. 多边贸易 | 4. 原产国, 原产地 |

### II. 单选题或填空题 10%

(Choose the best answer)

- The person who has won the tender is called \_\_\_\_\_.  
A. the awarding tender                      B. the successful tender  
C. the prequalified tender                  D. the lowest tender
- They invited tenders \_\_\_\_\_ the construction of an expressway.  
A. in              B. on              C. for              D. to

### III. 合同句子翻译 25%

(Turn the following sentences into Chinese)

- This Contract is made by and between the Buyers and the Sellers, whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned commodity pursuant to the terms and conditions stipulated below:
- Party A shall notify Party B in writing when adjustment of rentals becomes necessary as a result of an increase or decrease in tax item or tax rate, etc. made by our government or the government of the export country of the leased equipment during the term of lease and new rentals will be fixed through negotiations.

### IV. 套写应用文(通知启事/会议纪要/备忘录/简章/广告等) 15%

(Write a company profile with given words and phrases)

Shanghai Trademark Agency --- professional --- organization ---- providing --- legal services --- intellectual property --- It --- one --- the biggest --- intellectual property service --- firms --- China --- after --- development --- more than a decade --- It --- expand--- business --- nationwide --- as well as --- more than --- 100 countries/regions --- worldwide

### V. 根据所给情景撰写商业信函/会务文书/产品说明等 20% (略,参阅相关单元练习)

(Write a reply to the following letter of invitation with the given instructions)

### VI. 编写商务概要或商业建议书 20%

(Compile a business summary within 120-140 words according to the given passage below) (略, 参阅相关单元练习)