

第十章

思考题:

- 1、翻译中的分译法的概念是什么? 如何运用?
- 2、英语定语从句一般有几种功能、如何区别?
- 3、根据具体情况, 英语长句可用几种方法来翻译?

句子练习:

1. She inspected the table for dust with her finger.
2. The girls lowered their heads, pinched each other gleefully, and giggled.
3. The children have outgrown their garments.
4. But years of recession and political mismanagement have forced them into smaller and smaller apartments in poorer and poorer areas.
5. What he has unquestionably been is busy.
6. A movie of me leaving that foxhole would look like a shell leaving a rifle.
7. To abandon conservation programs and dismantle research efforts now is to save amounts of federal dollars at a very large longer-range cost to the economy.
8. The present meeting is being held at the request of Syria and Lebanon, a request with which the Mauritanian delegation completely associates itself.
9. Let no one nurse the vain hope of exploiting that example tomorrow in the negotiations which the question of economic transformation will require.
10. America supports international trade because we believe fundamentally that trade will enrich those nations who embrace its discipline.
11. The President said at a press conference dominated by questions on yesterday's election results that he could not explain why the Republicans had suffered such a widespread defeat, which in the end would deprive the Republican Party of long-held superiority in the House.
12. The leaders of the People's Republic of China and the United States of America found it beneficial to have this opportunity, after so many years without contact, to present candidly to one another their views on a variety of issues.
13. A spirited discussion springs up between a young girl who insists that women have outgrown the jumping-on-the-chair-at-the-sight-of-a-mouse era, and a colonel who says they haven't.
14. Davidson, 56, the son of a Kansas earthmoving contractor who died when Davidson was 6, appears surprised by the accusations.
15. While exploring the possibility of selling logs to a Korean chopsticks factory, Ian Ward, a Vancouver lumber exporter, came to the almost incredible conclusion that he could make the sticks cheaper by modifying machines used to make pop-sickle sticks.
16. China's Long March to Geneva had taken over 15 years since its original application to become a contracting party to the GATT 1947, the multinational trade pact which served as the predecessor treaty to today's GATT 95 and related agreements, whose implementation and enforcement are now overseen by the secretariat of the global trade body called the WTO.
17. Although tariff levels will remain initially higher than world averages on many

agricultural products, with respect to a number of other protected products a tariff rate quota (TRQ) system will see quantities of such imported products gradually increase over the near term, only to provide a temporary cushion to domestic producers of like products, as permitted by WTO rules.

18. Democratic candidate Richard Gephardt's poll ratings improved recently after he began running television spots in Iowa blasting South Korea for tariffs and taxes that, he says, raise the cost of a \$10000 Chrysler K car to \$48000.
19. It was obviously with China's very ponderous WTO accession process in mind, that the WTO's next Director-General, Dr. Supachai Panitchpakdi, in his recent co-authored book, China and the WTO: Changing China, Changing World Trade, put forth the view that in the future, the WTO accession process should be more streamlined, an understatement of great subtlety...Thus, the lesser developed nations still awaiting WTO membership will become ironic beneficiaries of China's arduous, 15 year struggle for its seat at the conference table in Geneva.
20. Mr. Secretary, do you share the view that too many people are talking too much about Cuba?

段落练习一

Main points in an agreement

Although there is no universally accepted pattern for a joint venture agreement, certain elements are common to most such agreements. Those that are relevant when a separate joint venture company is being established as discussed below. Many of these points are also applicable to contractual joint venture arrangements (i.e. those that do not involve equity participation or the creation of a separate company).

Parties: The parties to the joint venture agreement must be clearly specified. These are the foreign partner representing a foreign-based company and the local partner. Each of these parties must have the requisite legal authority to enter into a joint venture contract.

Preamble: Depending on the partner's wishes, the agreement can start with a preamble broadly stating the principles that led to the cooperation, the purposes of setting up the joint venture, the general intentions of the partners, their respective business goals and strategies, and other relevant information that may have resulted in the preparation of the joint venture contract.

Objectives and scope: Based on the complementarity of the partners' respective goals and strategies, the joint venture's objectives and scope of operations should be specified. These include business activities to be undertaken (i.e. manufacturing and exporting), products and services to be covered, capacities envisaged, the place of business, the name and legal form of the organization to be established, the technology to be utilized and the target markets. A timetable for the implementation of the actions to be taken should also be included.

段落练习二

Types of written agreement

Various kinds of written agreements, contracts and other similar documentation can be prepared in

the course of discussions on and finalization of a joint venture. A wide range of cooperation possibilities exists, and no one set of documentation applies to all situations. However, certain common practices and principles have evolved in setting up a joint venture, which can provide some guidance on the documentation to be prepared.

After the prospective local partner and the foreign firm have held initial discussions and if interest is manifested between the two, a letter of intent is usually prepared, either by one of them, or, preferably, by both who jointly sign it. This letter states the parties' objectives and their intention to cooperate and enter into a contract with each other. It also indicates the time frame and the implementation modalities to be followed. While such a letter is not generally legally binding and often is not required, it is useful because it encourages continued discussions and specifies the course of action to be taken by the parties. The broad outline of the joint venture arrangement foreseen by the prospective partners is also described in the letter. When the parties believe that a joint venture project has a possibility of being realized but recognize that many unresolved questions remain, a memorandum of understanding is prepared.

Depending on their wishes, the prospective partners can also enter into other similar preliminary arrangements, such as those referred to as an agreement of intent, heads of agreement or a pre-agreement, which provide some elements of certainty concerning future cooperation, prior to the preparation of the formal joint venture agreement.