

## **EXERCISE: TG 1**

Module:	Specialised Language Competencies Transfer Skills
Type of Exercise:	Translation of frequent grammatical structures in legal texts
Topic:	Passive structures
Learning Outcomes:	On completion of this exercise, trainees will be able to: <ul style="list-style-type: none"><li>• associate the passive structure with the subject in the first slot in English and other possible (different) patterns in the target language (Romanian, possibly other Romance languages, e.g. Spanish).</li></ul>
Language (Combination):	English/Romanian
Equipment:	PC and Microsoft Office, Internet connection
Time:	30 minutes
Suitable for:	Intermediate
Contributed by:	Teodora Ghivirigă, University of Iasi (Romania)
Notes:	Passive constructions are frequent in both written and oral English legal discourse; Romance languages such as Romanian may reproduce the passive structures or resort to other structures (e.g. the reflexive passive, which implies a different organisation of the information, for instance the verb phrase precedes the noun phrase acting as subject).

## EXERCISE

Consider the two texts. Identify and underline the equivalent of the passive structure (underlined) and its grammatical subject in English (**in bold**) and the corresponding structures in the target language (a passive-reflexive).

## TEXTS

### Settlement of disputes

**All disputes** arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules. **Notice of arbitration** shall be given to the party to whom **demand** therefore is addressed. **Judgment** upon the award rendered by the arbitrators may be entered in any court having jurisdiction or **application** may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

The location of the arbitration shall be in ... and **the arbitration** shall be held in ... according to the law of ..., unless the parties mutually agree otherwise.

Performance under this Agreement shall continue if reasonably possible during any disagreement or arbitration proceedings and **no funds** payable to either party under this Agreement shall be withheld on account of such disagreement or proceedings.

### Reglementarea litigiilor

Toate litigiile apărute în legătură cu prezentul contract vor fi reglementate definitiv conform Regulilor de mediere și arbitraj ale Camerei de Comerț Internațional de către trei arbitri numiți conform regulilor menționate. Avizul de arbitraj va fi înaintat părții căreia îi este adresată respectiva reclamație.

Confirmarea sentinței date se poate cere oricărui tribunal competent sau se poate adresa o cerere de acceptare judiciară a sentinței arbitrale sau, după caz, se poate solicita un ordin de executare.

Locul arbitrajului va fi ..., iar arbitrajul se va desfășura în ... conform cu legislația din .... dacă părțile nu au convenit de comun acord altfel.

Dacă este posibil, activitățile vor continua conform condițiilor prevăzute în prezentul contract pe parcursul procedurii de arbitraj sau în cazul unei divergențe și nu se va reține nici o sumă pe baza acestora.

Based on E. Boye and C. Lazar, *Contracte internaționale în limba engleză*, 2000.