

«

... ( )»  
... ( )»  
( )

«

»

«

»

:

2014

1.	.....	2
2.	.....	3
3.	.....	4
4.	.....	5
5.	.....	5
6.	.....	6
7.	.....	9
8.	.....	10
9.	.....	11

«  
 ) « 4 (8- ) V (9-  
 .  
 ,  
 ».  
 ,  
 »  
 ,  
 .  
 ,  
 ,  
 ».  
 1.  
 .  
 -  
 .  
 -  
 ( , , . .).  
 ,



2.

«

»

.00.	
.01.	_____ ; ; ; ,
.02.	
.03.	_____ , , , - - .
.00.	
.01.	_____ ; - ; ,
.02.	_____ , - , - - - .
. . .	_____ ( ) - , 35 .
.04.	_____ - ; - ; - .
.00.	.
.00	_____ : .

» 1500 « ( - 5 , - 4 ).

## 3.

## ПЛАН ИЗУЧЕНИЯ ДИСЦИПЛИНЫ

		-	-	-	-	
1	Purpose and Status of Translated Private Legal Documents	4	6	6	4	10
2	Contract: Its Stylistic Characteristics	4	6	6	4	10
3	Textual Features. The Structure of Contracts	4	6	6	4	10
4	Lexical Feature: All Inclusive Description	4	6	6	4	10
5	Provisos and Other Limiting Clauses	4	6	6	4	10
6	Lexical Peculiarities of Contracts	4	4	4	4	8
7	Syntactical Feature: Long and Complex Sentence Structures	4	6	6	4	10
8	Syntactical Feature: Passive Structures	4	4	4	4	8
9	Grammatical Peculiarities of Contracts	4	4	4	4	8
10	Differences between Common Law and Civil Law	2	4	6	4	8
11	Common obstacles in translation of contracts	2	4	6	4	8
		40	56	60	44	100

## 4.

( )

..

(

,

);

- ;

- ;

- ;

- .

" -

" :

- -

,

;



3. At the Closing, Seller shall deliver the Purchased Assets to Buyer and shall deliver the following documents to Buyer: i) an Assignment, Acceptance and Assumption Agreement **pursuant to** which Seller shall assign and Buyer shall assume and agree to pay all Assumed Liabilities; ii) list of Inventory; iii) Closing Statement;

4. Change of Address. Either party may change the address to which notice is to be sent by written notice to the other party **pursuant to** this provision of the Agreement.

5. Governing Law. This Agreement and all acts and transactions **pursuant hereto** and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

6. **Pursuant to** the License Agreement the Sublicensor shall have the right to change the tariffs if agreed with the copyright holder.

7. The Purchaser will assume the Assumed Liabilities **pursuant to** an assumption agreement in the form set out in Schedule 2.3(5) executed and delivered by the Purchaser at the Closing Time.

8. This Agreement or any other agreements entered into **pursuant to** this Agreement to which the Vendor is a party constitute legal, valid and binding obligations of the Vendor enforceable against it in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

9. Validity of Agreement. The Vendor has all necessary corporate power to own the Purchased Assets and to enter into and perform its obligations under this Agreement, and the Vendor has all necessary corporate power to enter into and perform its obligations under any other agreements or instruments to be delivered or given by it **pursuant to** this Agreement.

at the closing – /  
Assignment, Acceptance and Assumption Agreement -

Closing Statement - ,  
conflicts of law -  
in the discretion of a court of competent jurisdiction –

corporate power -

## 5.2.

### Task 1. Translate into Russian:

1) IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

2) NOTICES. All notices, statements, and reports required or permitted by this Agreement shall be in writing and deemed to have been effectively given and received five (5) business days after the date of mailing if sent by registered or certified mail, postage prepaid, with return receipt requested.

3) LEASE TERM. The *basic term* of this Lease with respect to the Property (the “Basic Term”) shall begin upon the Commencement Date and shall end six years and eleven months after the *Closing Date* (the “Basic Term Expiration Date”), unless the Basic Term is renewed or earlier terminated. The obligations of the parties under this Lease shall not commence until the Commencement Date.

4) SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, each of which will remain in full force and effect, so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in a manner materially adverse to any party.

5) TERM AND TERMINATION. This agreement shall have an initial term ending on June 30, 2012. This Agreement may be terminated by either party at any time in its sole discretion upon forty-five (45) days advance written notice. Either party may terminate this Agreement for a material breach by the other party which has not been cured within thirty days after the non-breaching party provided written notice of such breach to the breaching party.

6) POWER OF ATTORNEY. The undersigned, acting in the capacity or capacities stated with their respective names below, hereby constitute and appoint DAVID FREMED AND HARRY RUBIN, and each of them severally, the attorneys-in-fact of the undersigned with full power to them and each of them to sign for and in the name of the undersigned. This Power of Attorney may be executed in *multiple counterparts*, each of which shall be deemed an original, but which taken together shall constitute one instrument.

7) EMPLOYMENT PERIOD. Unless renewed in writing by the mutual agreement of the Employer and the *Executive*, the Employment Period shall be for the period beginning on the date of this Agreement and ending on January 1, 2014; provided, however, that (i) the Employment Period shall terminate prior to such date upon the Executive’s resignation, death or disability and (ii) the Employment Period may be terminated by the Employer at any time prior to such date *for Cause* (as defined below) or without Cause.

8) THIS AGREEMENT constitutes the entire agreement between the parties *pertaining to* the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and *understandings* of the parties. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing and signed by both parties hereto. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof that are not expressly set forth in this Agreement have been made by either party. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.

Basic Term –



Closing Date - \_\_\_\_\_ ,  
multiple counterparts - \_\_\_\_\_ /  
Executive – \_\_\_\_\_ ,  
for Cause – \_\_\_\_\_ , \_\_\_\_\_ -  
  
pertaining to - \_\_\_\_\_ ,  
understanding - \_\_\_\_\_

Task 2. Translate into Russian:

**Non-Compete, Contractor**

\_\_\_\_\_, referred to as Contractor and \_\_\_\_\_, referred to as Station, agree:

\_\_\_\_\_ is employed by \_\_\_\_\_ as \_\_\_\_\_.

Contractor and Station acknowledge that as a result of the employer/employee relationship existing Contractor will from time to time receive, or create confidential information related to trade secrets, future promotional plans, and that such information might be useful to competitors.

Upon termination of employment by Station, Contractor shall not accept employment in any capacity, act as proprietor, shareholder or act as an independent contractor for any broadcasting station located within a radius of \_\_\_\_ miles from the center of the city of license of the Station, for a period of \_\_\_\_ days.

The parties agree that the damages, which may be suffered by Station upon violation of this agreement, are irreparable and intangible in nature. Therefore, the parties agree that Station shall be entitled to injunctive relief to enforce this agreement.

The parties agree that all disputes related to this agreement shall be arbitrated under the rules of the American Arbitration Association, before a single arbiter. The decision of the arbiter shall be final, and may be entered by any Court of competent jurisdiction as a final judgment.

The prevailing party in any dispute related to his agreement shall be entitled to its reasonable counsel fees.

This is the entire agreement between the parties, and this agreement may only be modified in writing executed by both parties.

In witness, etc.

6. \_\_\_\_\_ -

\_\_\_\_\_ « \_\_\_\_\_ -  
» : \_\_\_\_\_ -  
- \_\_\_\_\_ -  
; \_\_\_\_\_ -  
- \_\_\_\_\_ , \_\_\_\_\_ -  
\_\_\_\_\_ , \_\_\_\_\_ . . . ; \_\_\_\_\_ -

- ; -  
 - , -  
 - ; -  
 - , -  
 - ; -  
 ; -  
 - ; -  
 - . -  
 7. -

\_\_\_\_\_ :  
 Translating Law /by Deborah Cao. - Multilingual Matters  
 : « -  
 »: - : . . - :

\_\_\_\_\_ :  
 A Plain English Guide to Legal Terms  
 Dictionary of Law /P.H. Collin  
 Legal English. How to Understand and Master the Language of Law /William R.  
 McKay and Helen E. Charlton  
 Legal Survival Kit /by Deaver Brown  
 Oran’s Dictionary of the Law /by Daniel Oran, Mark Tosti

. . . - - - , , 2012.  
 . . . , - . : ( - , 2013 )/  
 . . . - , : :  
 . . . - . : :

- <http://www.findlaw.com/>
- <http://www.comlaw.gov.au/>
- <http://www.llrx.com/>
- <http://resources.lawinfo.com/>
- <https://lib.law.washington.edu/content/research/freelaw>
- <http://www.nolo.com/>
- <http://library2.lawschool.cornell.edu/ForeignLawGuide/?id=1699>
- <http://www.videojug.com/search?keywords=law>
- <http://www.ehow.com/legal/>
- <http://www.answers.com/search?q=law>



4.

, , -  
 , . -  
 , : ) -  
 ; ) ; ) -  
 . -  
 , , -  
 .

» ( « ) -  
 . . « -  
 ».  
 :  
 , . .  
 , . .  
 . -  
 136 8 2011 .  
 , 7 2014 , 2014-15  
 7 (162).