

英文契約書基礎講座



- 1 英文契約書の基礎知識
- 2 英文契約書の基本フレーズ
- 3 英文契約書を読むコツ
- 4 ビジネス英語学習のエッセンス

2023年10月21日



言葉は世界をつなぐ平和の礎

神田外語大学

グローバル・リベラルアーツ学部 特任教授
キャリア教育センター長



「ラジオビジネス英語」講師



番組聞き逃しサービス
(過去1週間分)



柴田 真一

shibata-s@kanda.kuis.ac.jp

私のキャリア

第一勧業銀行
THE DAI-ICHI KANGYO BANK, LIMITED

MIZUHO

24

53

24 赤坂支店

29 証券会社

31 Düsseldorf



33 Frankfurt

38 London



51 本店

53

目白大学

58~



言葉は世界をつなぐ平和の礎

神田外語大学

55~



Japan Broadcasting Corporation

海外駐在20年



金融英語 (中国語)

世界のリーダー: プレゼン



ビジネス英語



英語で学ぶ世界情



英語全般



大学教科書

1 英文契約書の基礎知識

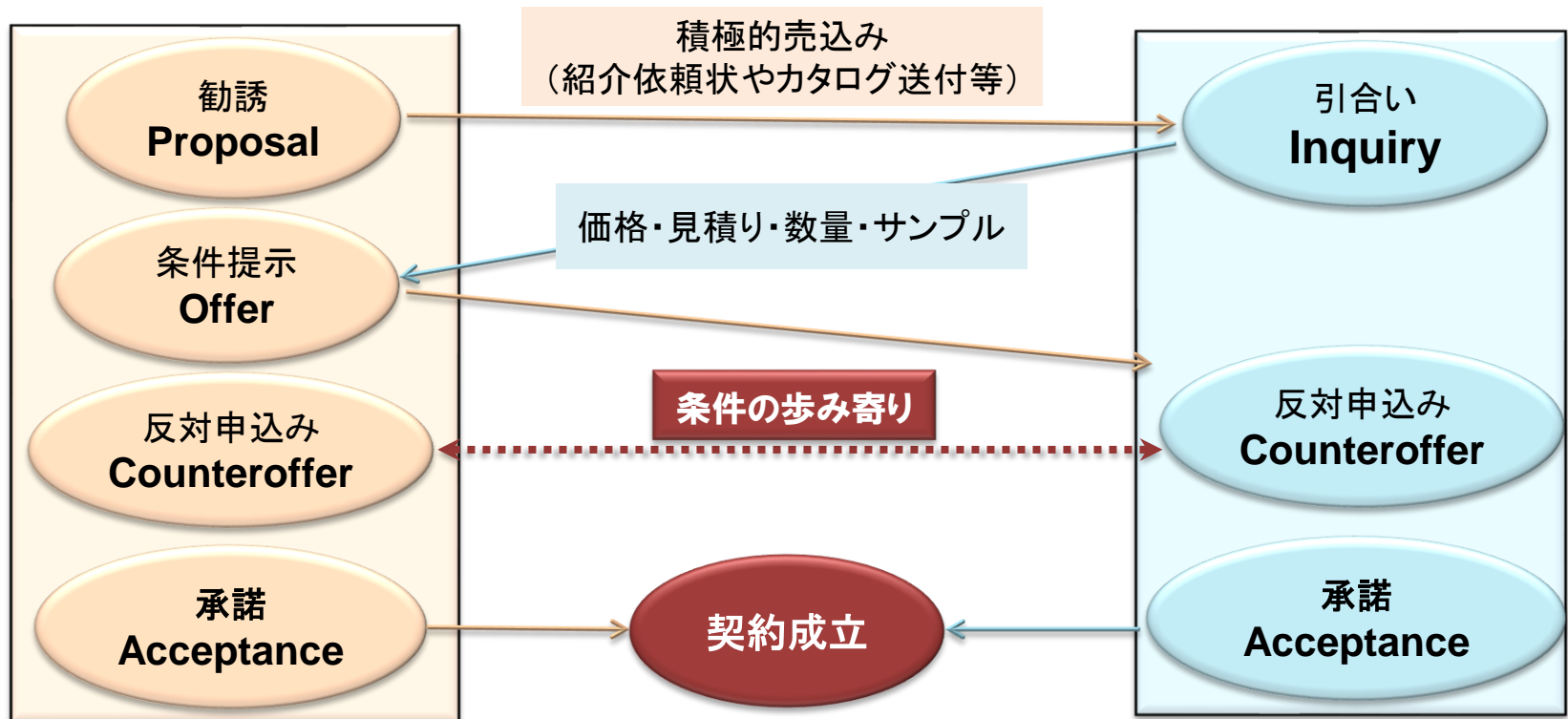
売買取引成立までの流れ



売手 **Seller**
輸出者



買手 **Purchaser**
輸入者



契約書 Sales Agreement

法律・商慣習が異なる国との取引⇒取引条件・内容明確化
円滑な契約履行、後日のトラブル防止：証拠を残す

- 契約書の形式

- a) 売買契約書の代わりに**注文書**や**注文請書**

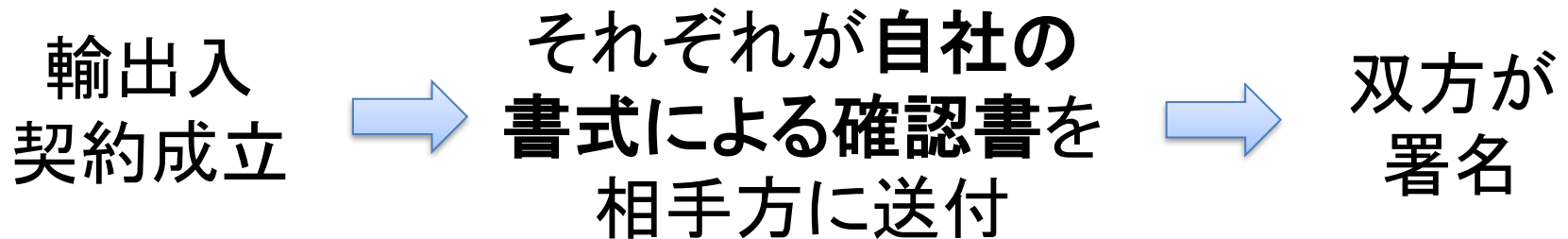
- b) **1つの契約書**に両者の合意した全ての条件を記載

- c) **基本契約書** (基本的取引条件) +

- 注文書/販売契約書** (個々の売買取引条件をその都度規定)

- 法的拘束力のある (legally binding) 状態に

注文書型と注文請書型契約書



買主**Purchaser**が作成：**Purchase Order** 注文書

売主**Seller**が作成：**Order Acknowledgment** 注文請書

双方が署名→ その書式が**契約書**となる

一方の署名→ 注文書又は注文請書のまま



売買契約書

① 表題

SALES AGREEMENT

② 前文

【頭書き】 THIS AGREEMENT, made and entered into as of this day of [1st February 2020] by and between 【当事者】 PRADO S.p.A, 【法人の設立準拠法】 a corporation organized and existing under the law of Italy with its principal place of business at 【住所】 Via A. Togazzaro, 30 40012 Milan, Italy. (hereinafter referred to as "Seller"), and YOSHIDA Co., Ltd. A corporation organized and existing under the law of Japan with its principal place of business at Nishi-ku Minato Mirai 2-2-1, Yokohama, Kanagawa Japan. (hereinafter referred to as "Purchaser")

WITNESSETH 【説明条項】

WHEREAS, Seller is engaged in among other things, the business of producing and distributing Ladies handbags specified in Exhibit 1 attached hereto. (hereinafter the "Product"); and

WHEREAS, Purchaser desire to purchase the Products from Seller; and

WHEREAS, Seller is willing to sell the Products to Purchaser upon the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter provided for, the parties hereto agree as follows:

② 本文部分

1. Definition 【定義条項】

The following terms, whenever used in this Agreement, shall have the respective meanings set forth below:

1.1 "Products" shall mean the products specified in Exhibit 1 to this Agreement;

2. Purchase and Sale 【個別条項】

2.1 Purchase and Sale

Upon the terms and subject to the conditions herein contained, Seller agrees to sell the Products to Purchaser and Purchaser agrees to purchase the Products from Seller.

18. Governing Law and Jurisdiction 【一般条項】

② 契約書末尾

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised representatives to execute this Agreement on the day and year first above written.

Seller: PRADO S.p.A

Purchaser: YOSHIDA Co., Ltd.

By: _____

By: _____

Name: Mario Rosso

Name: Harumi Yoshida

Title: Executive Director

Title: Executive Director

*これに、商品の詳しい仕様などを記載した Exhibit や Attachment と呼ばれる書類が添付されることもある。

【参照：資料①P1】

個別条項の書式

表 タイプ条項

取引交渉において成立した契約条件を整理して、所定の条件欄にタイプしたもの。

裏 印刷条項（一般取引条件）

オファーの段階で裏面に記載された条件を一つ一つ取り上げていたのでは、取引交渉が進展しない。

契約書作成段階で、印刷された条項を条件の一部として相手に認めさせようというもの（作成した側に有利⇒**受取側は注意が必要**）。

表

タイプ条項

売買契約書の例（売契約の場合）

CONTRACT OF SALE

- ① Maunharf Trading Co., Ltd. (1-2 Otemachi 3-chome, Chiyoda-ku, Tokyo, Japan) as Seller hereby confirms the sale to the undermentioned Buyer of the following goods (the "Goods") on the terms and conditions given below including all those printed on the reverse side thereof, which are expressly agreed to, understood and made a part of this Contract :

⑤ BUYER:	② DATE:	③ NO.
New York Papercrafts Corporation 987 Cedar Street, New York, NY 10018 U.S.A.	January 8, 20XX	MHT-0246/18
	④ REFERENCE NO.	

⑥ DESCRIPTION OF GOODS	⑦ QUANTITY	⑧ UNIT PRICE	⑨ AMOUNT
PAPER ARTICLES			⑩ CIP New York
Kraft Paper in Roll, KP-227 Bleached, 50 x 800cm/roll	1,000 rolls	@US\$13.80/roll	US\$13,800.00
Japanese Washi Paper, JW-099 Unbleached, 150 x 80cm/sheet	4,200 sheets	@US\$18.20/sheet	US\$76,440.00
Graphic Paper in Roll, GP-714 Coated with China Clay 100 x 500cm/roll	500 rolls	@US\$8.70/roll	US\$4,350.00
⑪ Case Mark NYPC in Dia New York MHT-0246/18 C/No. 1-up Made in Japan			
TOTAL:			US\$94,590.00

- ⑫ Trade Terms : CIP New York
 ⑬ Payment made by : Sight Draft under an Irrevocable Letter of Credit in Favor of Seller
 ⑭ Expiry of Credit : March 20, 20XX
 ⑮ Shipment : Made by March 10, 20XX with Partial Shipments and Transshipment Prohibited
 ⑯ Means of Transport : by Ocean Vessel
 ⑰ Destination : New York, U.S.A.
 ⑱ Packing : To be Seaworthy under Seller's Export Standard Packing
 ⑲ Insurance : Covered by Seller for 110% of Invoice Value against All Risks including War and SRCC Risks
 ⑳ Other Conditions :

Accepted by **New York Papercrafts Corp.**

MAUNHARF TRADING CO., LTD.

②① *Signed*

 Authorized Signature

②① *Signed*

 Authorized Signature

on ②② January 17, 20XX

裏

印刷条項（一般取引条件）

GENERAL TERMS AND CONDITIONS

1. INCREASED COST: — If Seller's cost(s) of performance is(are) increased after the date of this Contract by reason of increased freight rate(s), tax(es), or other governmental charge(s), or insurance premium(s) for War & S.R.C.C. risks, such increased cost(s) is(are) entirely for Buyer's account.

2. PAYMENT: — Buyer shall pay the full contract price plus all banking charges outside Japan, including advising charges regardless of being charged within or outside Japan, and shall not be entitled to offset any of them against the contract price.

(i) If and when Buyer is to establish a Letter of Credit in favor of Seller, such Letter of Credit shall be (i) Irrevocable and Unrestricted (freely negotiable by any bank), (ii) established by a prime bank satisfactory to Seller immediately after the conclusion of this Contract, (iii) valid for a period over 7 days for negotiation after the date of shipment and expire thereafter in Japan, (iv) in strict compliance with the terms and conditions of this Contract, and (v) available for sight draft(s) to cover the full invoice amount. Failure of Buyer to furnish such Letter of Credit as specified above shall be deemed a breach of this Contract, and Seller, without prejudice to any of the remedies stipulated herein, shall have the option(s) to (i) cancel the whole or any part of this Contract, (ii) defer the shipment of the goods and hold them for Buyer's account and risk, and/or, (iii) resell the goods for Buyer's account.

(2) If and when payment is to be made by D/P, D/A, or Remittance, and if Seller has reason to suspect that full payment will not be made, Buyer shall, upon Seller's request, furnish adequate insurance/security satisfactory to Seller, or Seller may suspend the shipment of the goods or stop them in transit in addition to the rights and remedies stipulated in Clause 9 hereof.

3. SHIPMENT: — In case of FOB, FCA or any other trade terms under which Buyer has to secure or arrange shipping space, Buyer shall provide the necessary shipping space and give Seller shipping instructions in a timely manner. In case of CIF, CIP or any other trade terms under which Seller must provide the necessary shipping space, shipment within the time stipulated on the face hereof shall be subject to the availability of shipping space.

The date of the Bill of Lading, Sea Waybill, Air Waybill or any other similar transport documents which indicates that the goods have been taken in charge or received for shipment shall be conclusive evidence of the shipment or delivery.

In case the Goods shall be carried by air, risk of loss of the Goods shall pass from Seller to Buyer upon delivery of the Goods to the carrier or its agent for transportation.

Each lot of partial shipment or delivery, if allowed, shall be regarded as a separate and independent contract.

4. INSURANCE: — Where Seller is to effect insurance at its own expense, such as in case of CIF, such insurance shall (i) cover 110% of the invoice amount, (ii) be against marine risks only, and (iii) be Free from Particular Average, F.P.A. (Institute Cargo Clauses) or on equivalent terms. Any additional insurance requested by Buyer shall be on Buyer's account and its premium shall be added to the invoice amount for which the Letter of Credit/Terms of Payment shall provide accordingly.

If Buyer shall provide insurance under D/P or D/A payment terms, Buyer shall inform Seller of his insurance policy/certificate number, the name of the insurance company or insurer and other necessary information well in time for the scheduled shipment.

5. CLAIM: — Each claim shall be advised by telegram/cable or any teletransmission to Seller within 15 days after the arrival of the Goods at the destination specified on the face of this Contract or in the transport document.

In addition, each claim shall be confirmed by Seller after arrival in writing to be accompanied by full particulars of the evidence thereof certified by sworn surveyor(s) within 15 days after telegraphing/cabling or any teletransmitting.

Seller shall have the option in full settlement of such claim to repair the defective goods, replace with conforming goods or repay the purchase price, when shipping documents including B/L are delayed on Buyer's side because of late negotiation with the bank, banking procedures, mailing conditions, etc., the goods shall be delivered at Buyer's expense by the carrier under Seller's letter of indemnity or guarantee. In any event Seller shall not be responsible to Buyer for any incidental, consequential, or special damages.

6. WARRANTY: — Unless expressly stipulated on the face of this Contract, Seller makes no warranty, express or implied, as to

the fitness and suitability of the goods for any particular purpose and/or merchantability.

7. PATENT, TRADEMARK, etc.: — Buyer shall hold Seller harmless from, and shall waive any claim against Seller for, any liability for infringement of patent, utility model, design, trademark, brand, pattern, copyright, or other industrial and/or intellectual property rights in the Goods whether in the Buyer's country or any other country, provided, however, that Seller shall be liable for any such infringement in Seller's country if the above mentioned rights so infringed are not designated or selected by Buyer. Nothing herein contained shall be construed as a transfer of any such industrial and/or intellectual property rights in the Goods, and such ownership and right shall be expressly reserved to the true and lawful owner(s) thereof.

8. FORCE MAJEURE: — Seller shall not be liable for any delay in shipment or delivery, or non-delivery, of all or any part of the Goods, or for any other default in performance of this Contract due to the occurrence of any event of force majeure (hereinafter referred to as "Force Majeure") including but not limited to, flood, earthquake, typhoon, tidal wave, perils of the sea, fire, explosion or other act of God, prohibition of exportation, embargo or other type of trade control, governmental order, regulation or direction, or quarantine restriction, strike, lockout, slowdown, sabotage, or other labor dispute, war, hostilities, riot, civil commotion, mobilization, revolution or threat thereof, boycotting, accidents or breakdown of machinery, plant, transportation or loading facilities, shortage of petroleum products, fuel, electricity, energy sources, water, other raw materials, substantial changes of the present international monetary system or other severe economic dislocation, bankruptcy or insolvency of the manufacturers or suppliers of the Goods, or any other causes or circumstances directly or indirectly affecting the activities of Seller, manufacturer or supplier of the Goods.

On the occurrence of any event of Force Majeure, Seller may, by giving notice to Buyer, (i) extend the time of delivery/shipment of the Goods or of performance of other obligations arising under the terms of this Contract, and/or (ii) cancel unconditionally the whole or any part of this Contract, and Buyer shall accept such of the above action(s) as Seller may take.

9. DEFAULT: — If Buyer fails to perform any other contract with Seller or if Buyer becomes insolvent or bankrupt, or takes any proceedings admitting the inability to pay or meet his obligations, or if Buyer transfers any or all of its business or important assets, or changes his legal status or organization, Seller may, without prejudice to Seller's right and remedies at law, by giving written notice to Buyer, (i) cancel immediately, or reserve the right to cancel, the whole or any part of this Contract or any other contract with Buyer, (ii) delay or suspend shipment or delivery of the Goods, (iii) stop the Goods in transit, (iv) hold and/or resell the Goods for Buyer's account and risk, and/or (v) accelerate any installment or otherwise postponed or deferred payment for shipment already made under this Contract or any other contract with Buyer.

In any such event, Buyer shall be liable to Seller for any loss or damage, direct or consequential, incurred as a result thereof.

10. NO ASSIGNMENT: — Buyer shall not transfer or assign the whole or any part of this Contract or any of his rights or obligations accruing hereunder without Seller's prior written consent.

11. NO WAIVER: — No claim or right of Seller under this Contract shall be deemed to be waived or relinquished in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by Seller.

12. ARBITRATION: — Any dispute, controversy or difference which may arise between the parties hereto, out of or in relation to or in connection with this Contract, or any breach hereof shall be settled, unless amicably settled without undue delay, by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The award rendered by the arbitrator(s) shall be final and binding upon the parties hereto.

13. TRADE TERMS & GOVERNING LAW: — Trade terms such as FOB, CIF and any other terms which may be used in this Contract shall have the meanings defined and interpreted by INCOTERMS 2010 Edition, ICC Publication No.260, as amended, unless otherwise specifically provided in this Contract. The formation, validity, construction and performance of this Contract shall be governed by and construed in accordance with the laws of Japan.

出所：財団法人日本貿易関係手続簡易化協会

(出典：最新貿易実務ベーシックマニュアル改訂4版)

表 タイプ条項

- ① 契約書番号
- ② 日付
- ③ 商品名および品質
- ④ 数量
- ⑤ 単価
- ⑥ 総額
- ⑦ インコタームズ
- ⑧ 船積港
- ⑨ 揚港
- ⑩ 船積時期または納期
- ⑪ 梱包、荷印
- ⑫ 支払条件
- ⑬ 保険
- ⑭ その他特別条件

裏 印刷条項

- ① 追加費用
- ② 支払条件
- ③ 船積条件
- ④ 保険
- ⑤ 保証
- ⑥ クレーム(免責事項)
- ⑦ 特許、商標等
- ⑧ 不可抗力
- ⑨ 契約不履行
- ⑩ 譲渡禁止
- ⑪ 権利不放弃
- ⑫ 仲裁
- ⑬ 準拠法

Q: 日本の契約書と英文契約書の違い ①

英米法に基づいた契約書について、以下の記述の中から間違っているものを選んでください。

1. 英米法に基づいた契約書では、契約書に書かれていない事項や紛争が生じた時に「両者協議の上」という日本の契約書にあるような対応は期待できない。
2. イギリス法はコモン・ロー（慣例法）であり、条文に書かれていることが全てである。
3. アメリカは州の立法権があり、州独自の法律がある。

国内法

成文法

成文法主義の
国々
ドイツなどの
ヨーロッパ大陸

英国(イングランド)法 Common Law

- 慣習法、判例法
- 過去の判例が重要な基準
- 普通法を採用している国々

アイルランド共和国
カナダ(ケベック州を除く)
オーストラリア、ニュージーランド
南アフリカ
インド、マレーシア、シンガポール

米国法

- 英国法を継承
国家の成り立ちから
- 連邦法
- 各州法
各州に立法権あり



一般原則ならびに伝統的な慣習の集大成
判例が第一次的法源

Q:日本の契約書と英文契約書の違い ②

英米法に基づいた契約書について、以下の記述の中から間違っているものを選んでください。

1. 英文契約書に書いてある内容で、不測の事項や記載されていない事項が発生した場合、当事者双方は話し合いによって解決できる。
2. 英文契約書に書いてある内容で、商品の詳細や仕様などはExhibitなど別添で補足できる。
3. 英文契約書に書いてある内容は、取引条件を網羅したものであり、契約内容の全てが記載されている。

国内契約書

- 多くの場合1枚紙
- 本契約書でフォローしきれない分は、「本契約の規定に関する疑義又はこれらの規定に定めのない事項については、甲乙誠意をもって協議の上、解決するものとする。」という一文を追加することによってカバーしている
- 契約書に書いていない事項でも必要が生じれば当事者間で話し合っ解決することが前提になっている
- 印鑑

英文契約書

- 何枚にもわたる長い書類
- 「協議条項が必要」= 契約として不十分と解釈される
- 他に協議する事項がある場合、その事項を洗い出し、具体的に決める
- 取引条件を網羅した内容
- サイン(サインはその人に帰属、唯一不変のもの)
- 契約書に書かれていることが全て

2 英文契約書の基本フレーズ

法律用語

1 契約締結

This Agreement was () on October 21, 2023.

The terms and conditions of this Contract are () on both Party A and Party B.

2 権利 ⇔ 義務

【権利 **right**】

Both parties () terminate this Agreement.

Buyers are () to a full refund **should** the delivered goods do not **meet** the specified quality standards.

【義務 **obligation (duty)**】

The Seller () deliver the product to the Purchaser.

The Seller is () to provide accurate information regarding the origin and quality of the Product.

Both parties () **not** disclose the information to any third party.

3 義務の履行 **performance** ⇔ 義務違反 **failure**

If the Purchaser () to **perform** the obligation under the Contract, ...

If the Seller () the obligation, ...

breach of ～, failure to ～もよく使われる



4 契約上の法的責任 **liability**

The Seller shall be () for the damages to the Purchaser.

★法的＋道義的責任 **responsibility**

The Purchaser shall be () for the loss **suffered** by the Seller.

5 保証 **warranty**

The Seller () that the Product is free from any **defect** in material or **workmanship**.

warrant 不適合(欠陥・不具合)を補償

guarantee 一定の条件・基準を補償

フォーマルな言い回し

～に関する

優先する

The Contract **supersedes** any prior written agreement between the Parties with (**respect**) to the matter provided in the agreement.

**in respect of, in relation to, regarding, concerning,
in connection with**

～の範囲・程度で

As long as

To the (**extent**) feasible, the parties shall strive to resolve any disputes amicably through mediation before pursuing legal action.

友好的に

調停



～にも関わらず

() the **foregoing**, both parties agree to negotiate **in good faith** to amend the terms of this agreement to comply with changes in **applicable** laws or regulations.

～したら直ちに

The letter of credit will be released () confirmation of shipment with the **stipulated** terms.

～を除いて

本契約において別段の定めがない限り

() **otherwise set forth herein**, the Seller shall bear the cost the customs, taxes or any other charges.

() **as otherwise provided** in this Agreement, ...

本契約において別段定められている場合を除いて

～に従って

検証される

The Product shall be tested and validated in () with the industry standards.

() to the trade regulations, the Seller shall complete and submit the required documentation for customs clearance.

日付：基準日は含まれるか？

from 1st October 2023 **to** 12th October 2023

within 30 days **from** the date of delivery

within 30 days **after** the date of delivery

No later than 7 days **prior to** the receipt of the goods

3 working days **on or after** the shipment

5 working days **on or before** 21 October 2023

以下の英文の訳として正しいものを選んでください。

The Seller shall be responsible for delivery of the Products **on or before** 12th July 2020 **save** that the Seller does not receive payments.

1. 2020年7月12日またはそれ以前に本商品を引き渡さなければならないが、売主は代金を受領していることが条件ではない。
2. 売主は代金を受領していない場合を除いて、2020年7月12日に本商品を引き渡さなければならない。
3. 売主は代金を受領していない場合を除いて、2020年7月12日またはそれ以前に本商品を引き渡さなければならない。

here-	基本は「本契約 (this Agreement)」
herein	本契約(本条・本文)において(in this Agreement)
hereinafter	本契約の以下において(略称を使う場合など)
hereto/hereunto	本契約に
hereby	本契約で、ここで
hereunder	本契約書に基づいて
hereof	本契約の
herewith	本契約書と関連して

there	本契約以外の添付書類または前述の内容
thereof	契約書以外、前述の内容
thereat, thereafter, thereunder, thereby	hereの場合と同様 (指し示す対象: 本契約書以外、前述の事柄など)

the requirement specified **herein** 本契約に定められている条件

the Product or part **thereof** 製品または**その**一部

単語・フレーズ	
best endeavours	最大努力義務
hold ~ harmless, indemnify	～に対する請求が生じないことを補償、第三者からのクレームなどについて、相手に責任を追及せず
including without limitation including but not limited to ～	～を含むが、これに限定されない (=among other things)
construe, interpret	解釈する
survive	義務は継続 契約終了時や条項が無効でも特定の条項の効力を存続させる場合に使用(守秘義務契約など)
with immediate effect	直ちに効力が生じる
without prejudice to	他の権利に影響を及ぼすことなく、 ～を害することなく

以下の英文の訳として正しいものを選んでください。

Buyer shall pay all of its own expenses, **including but not limited to**, office, communication, transportation, hotel, and meal expenses.

1. 事務所、通信、交通、ホテル、食事代を除く経費は買い手の自己負担になる。
2. 事務所、通信、交通、ホテル、食事などの経費を含むその他一切の経費は買い手が支払うものとする。
3. 買い手は基本的には経費を負担しなくてはならないが、事務所、通信、交通、ホテル、食事代などは負担しなくてもよい場合がある。

ラテン語・フランス語	
ad hoc	臨時の、その場限りの、即興の
bona fide (bona fides)	善意の(に)、誠実な(に)
in lieu of～	～の代わりに
inter alia(=including without limitation)	「その他のものと一緒に」
pro rata (=proportionately, in proportion)	割合に応じて、比例して
pari passu	同順位の、均等に
force majeure	不可抗力、想定外の事態

If the Parties Bona are unable to resolve their dispute through **bona fide** negotiations, ...

The new stocks shall be offered first to shareholders **pro rata** to their respective holdings.

3 英文契約書を読むコツ

売買契約書の構成 ①

- 表題 何の契約書あるかを示す
Sales Agreement, Contract of Saleなど
- 前文 1) 契約書の当事者: 名称、住所などで特定 2) 目的
WITHNESSETH、RECITALSなどではじまることが一般的であるが、
こうした単語が全く使用されない場合もある
- 本体部分 具体的な契約内容
 個別条項 本取引に個別の取り決め、いわゆる取引に入るための「入口」にあたる事項
 一般条項 契約違反や紛争処理など、取引内容に迷いが生じた時の「出口」に相当する事項
- 契約書末尾 当事者のサイン
- 別紙・付表 契約書内には書ききれない取引商品の詳細や仕様書など

【頭書き】 THIS AGREEMENT, made and entered into as of this day of 【1st February 2020】 by and between 【当事者】 PRADO S.p.A, 【法人の設立準拠法】 a corporation organized and existing under the law of Italy with its principal place of business at 【住所】 Via A. Togazzaro, 30 40012 Milan, Italy. (hereinafter referred to as "Seller"), and YOSHIDA Co., Ltd. A corporation organized and existing under the law of Japan with its principal place of business at Nishi-ku Minato Mirai 2-2-1, Yokohama, Kanagawa Japan. (hereinafter referred to as "Purchaser")

契約当事者を
特定し、契約
締結日を定め
る。

WITNESSETH 【説明条項】

WHEREAS, Seller is engaged in among other things, the business of producing and distributing Ladies handbags specified in Exhibit 1 attached hereto. (hereinafter the "Product"); and

WHEREAS, Purchaser desire to purchase the Products from Seller; and

WHEREAS, Seller is willing to sell the Products to Purchaser upon the terms and subject to the conditions hereinafter set forth;

契約を結ぶ
背景

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter provided for, the parties hereto agree as follows:

【参照: 資料①P1】

約因 **consideration** ～契約の成立条件～

よってここに、本契約に定める誓約を約因として、両当事者は以下の通り合意する:

1. Definition 【定義条項】

The following terms, whenever used in this Agreement, shall have the **respective** meanings set forth below:

1.1 "Products" shall mean the products specified in Exhibit 1 to this Agreement;

2. Purchase and Sale 【個別条項】

2.1 Purchase and Sale

Upon the terms and **subject to** the conditions herein contained, Seller agrees to sell the Products to Purchaser and Purchaser agrees to purchase the Products from Seller.

18. Governing Law and Jurisdiction 【一般条項】

合意事項

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised representatives to execute this Agreement on the day and year first above written.

Seller: PRADO S.p.A

Purchaser: YOSHIDA Co., Ltd.

By: _____

By: _____

Name: Mario Rosso

Name: Harumi Yoshida

Title: Executive Director

Title: Executive Director

署名：
合意確認

*これに、商品の詳しい仕様などを記載した **Exhibit** や **Attachment** と呼ばれる書類が添付されることもある。

英文契約書の構成 ②

- 本体部分: 個別条項に含まれるものには以下のような内容がある

条項	条項(英語)	内容
商品と数量	Product, Quantity, Quality, Packing	商品名、数量、品質、梱包
価格と支払	Price, Trade Terms, Payment	価格、貿易条件、支払
船積と引渡し	Shipment, Delivery	船積、引渡し
保険	Insurance	保険
知的財産	Patent, Trademarks	特許、商標
危険負担と責任負担	Risk Assumption, Guarantee, Product Liability	危険負担、保証、商品責任

記載される順番や内容もまちまち。タイトルだけでは判断が付かない場合あり
内容を確認した上で判断することが必要

- ⇒ 梱包は特に紛争のもとになることが多いので注意が必要
- ⇒ Inspection項目にも注意が必要

Appendixや
Attachmentに詳
細が記載されて
いる場合が多い

① 売買契約書 (Contract of Sale)

基本的には自社が作成した書式

契約内容はその都度、該当箇所に書き込んでいく

おおむね記載項目は各社同じ

売契約の場合

Sales Note, Contract of Sales, Confirmation of Order

買契約の場合

**Purchase Order (PO), Purchase Note
Confirmation of Purchase**

裏面は毎回共通する取引条件:「一般取引条件」「印刷条項」
(通常は自社に有利な内容となっている)

国際売買契約書のチェックポイント

- 1 注文と承諾のプロセス
- 2 売買価格の交渉
- 3 支払方法の確定と支払確保
- 4 納入方法と引渡し時期
- 5 商品所有権・危険負担の移転時期
- 6 保証の範囲
- 7 検査方法や基準
- 8 契約の解除方法や解約条件

CONTRACT OF SALE

① Maunharf Trading Co., Ltd. (1-2 Otemachi 3-chome, Chiyoda-ku, Tokyo, Japan) as Seller hereby confirms the sale to the undermentioned Buyer of the following goods (the "Goods") on the terms and conditions given below including all those printed on the reverse side hereof, which are expressly agreed to, understood and made a part of this Contract :

⑤ BUYER: New York Papercrafts Corporation 987 Cedar Street, New York, NY 10018 U.S.A.	② DATE: January 8, 20XX	③ NO. MHT-0246/18
④ REFERENCE NO.		

⑥ DESCRIPTION OF GOODS	⑦ QUANTITY	⑧ UNIT PRICE	⑨ AMOUNT
<div> <div>⑩ CIP New York</div> <div>PAPER ARTICLES</div> </div>			
Kraft Paper in Roll, KP-227 Bleached, 50 x 800cm/roll	1,000 rolls	@US\$13,80/roll	US\$13,800,00
Japanese Washi Paper, JW-099 Unbleached, 150 x 80cm/sheet	4,200 sheets	@US\$18,20/sheet	US\$76,440,00
Graphic Paper in Roll, GP-714 Coated with China Clay 100 x 500cm/roll	500 rolls	@US\$8,70/roll	US\$4,350,00
<div> <div>⑪ Case Mark</div> <div>NYPC in Dia New York MHT-0246/18 C/No. 1- up Made in Japan</div> </div>			
TOTAL:			US\$94,590,00

- ⑫ Trade Terms : CIP New York
 ⑬ Payment made by : Sight Draft under an Irrevocable Letter of Credit in Favor of Seller
 ⑭ Expiry of Credit : March 20, 20XX
 ⑮ Shipment : Made by March 10, 20XX with Partial Shipments and Transshipment Prohibited
 ⑯ Means of Transport : by Ocean Vessel
 ⑰ Destination : New York, U.S.A.
 ⑱ Packing : To be Seaworthy under Seller's Export Standard Packing
 ⑲ Insurance : Covered by Seller for 110% of Invoice Value against All Risks including War and SRCC Risks
 ⑳ Other Conditions :

Accepted by **New York Papercrafts Corp.**

MAUNHARF TRADING CO., LTD.

⑳

Signed

㉑

Signed

Authorized Signature

Authorized Signature

on ㉒ January 17, 20XX



裏 印刷条項(一般取引条件)の見方

General Terms & Conditions

その契約書作成企業の一般的な取引条件を印刷

- 取引交渉時の合意内容ではない
→その契約書作成企業にとって有利な内容
- 先方より送付されてきた場合
→内容確認が必要
- 表面の署名は裏面の条件も確認する前提
→署名すると裏面の印刷条項も合意したことになる
- 表面のタイプ条項と裏面の印刷条項が矛盾
→交渉時に合意した内容をタイプしている表面が優先

表 タイプ条項

- ① 契約書番号
- ② 日付
- ③ 商品名および品質
- ④ 数量
- ⑤ 単価
- ⑥ 総額
- ⑦ インコタームズ
- ⑧ 船積港
- ⑨ 揚港
- ⑩ 船積時期または納期
- ⑪ 梱包、荷印
- ⑫ 支払条件
- ⑬ 保険
- ⑭ その他特別条件

裏 印刷条項

- ① 追加費用
- ② 支払条件
- ③ 船積条件
- ④ 保険
- ⑤ 保証
- ⑥ クレーム(免責事項)
- ⑦ 特許、商標等
- ⑧ 不可抗力
- ⑨ 契約不履行
- ⑩ 譲渡禁止
- ⑪ 権利不放弃
- ⑫ 仲裁
- ⑬ 準拠法

1.INCREASED COST: — If Seller's cost(s) of performance is(are) increased after the date of this Contract by reason of increased freight rate(s), tax(es), or other governmental charge(s), or insurance premium(s) for War & S.R.C.C. risks, such increased cost(s) is(are) entirely for Buyer's account.

2.PAYMENT: — Buyer shall pay the full contract price plus all banking charges outside Japan, including advising charges regardless of being charged within or outside Japan, and shall not be entitled to offset any of them against the contract price.

(1) If and when Buyer is to establish a Letter of Credit in favor of Seller, such Letter of Credit shall be (i) Irrevocable and Unrestricted(freely negotiable by any bank), (ii) established by a prime bank satisfactory to Seller immediately after the conclusion of this Contract, (iii) valid for a period over 7 days for negotiation after the date of shipment and expire thereafter in Japan, (iv) in strict compliance with the terms and conditions of this Contract, and (v) available for sight draft(s) to cover the full invoice amount,

Failure of Buyer to furnish such Letter of Credit as specified above shall be deemed a breach of this Contract, and Seller, without prejudice to any of the remedies stipulated herein, shall have the option(s) to (i) cancel the whole or any part of this Contract, (ii) defer the shipment of the Goods and hold them for Buyer's account and risk, and/or, (iii) resell the Goods for Buyer's account.

(2) If and when payment is to be made by D/P, D/A, or Remittance, and if Seller has reason to suspect that due and full payment will not be made, Buyer shall, upon Seller's request, furnish adequate assurance/security satisfactory to Seller, or Seller may suspend the shipment of the Goods or stop them in transit in addition to the rights and remedies stipulated in Clause 9 hereof.

① 追加費用

② 支払条件

【資料① P3】

3.SHIPMENT: — In case of FOB, FCA or any other trade terms under which Buyer has to secure or arrange shipping space, Buyer shall provide the necessary shipping space and give Seller shipping instructions in a timely manner.

In case of CIF, CIP or any other trade terms under which Seller must provide the necessary shipping space, shipment within the time stipulated on the face hereof shall be subject to the availability of shipping space.

The date of the Bill of Lading, Sea Waybill, Air Waybill or any other similar transport documents which indicates that the goods have been taken in charge or received for shipment shall be conclusive evidence of the shipment or delivery.

In case the Goods shall be carried by air, risk of loss of the Goods shall pass from Seller to Buyer upon delivery of the Goods to the carrier or its agent for transportation.

Each lot of partial shipment or delivery, if allowed, shall be regarded as a separate and independent contract.

4.INSURANCE: — Where Seller is to effect insurance at its own expense, such as in case of CIF, such insurance shall (i) cover 110% of the invoice amount, (ii) be against marine risks only, and (iii) be Free from Particular Average, F.P.A.(Institute Cargo Clauses) or on equivalent terms.

Any additional insurance requested by Buyer shall be on Buyer's account and its premium shall be added to the invoice amount for which the Letter of Credit/Terms of Payment shall provide accordingly.

If Buyer shall provide insurance under D/P or D/A payment terms. Buyer shall inform Seller of his insurance policy/ certificate number, the name of the insurance company or insurer and other necessary information well in time for the scheduled shipment.

③ 船積条件

④ 保険

5.CLAIM:— Each claim shall be advised by telegram/cable or any teletransmission to Seller within 15 days after the arrival of the Goods at the destination specified on the face of this Contract or in the transport document.

In addition, each claim shall be confirmed by Seller after arrival in writing to be accompanied by full particulars of the evidence thereof certified by sworn surveyor(s) within 15 days after telegraphing/cabling or any teletransmitting.

Seller shall have the option in full settlement of such claim to repair the defective goods, replace with conforming goods or repay the purchase price, when shipping documents including B/L are delayed on Buyer's side because of late negotiation with the bank, banking procedures, mailing conditions, etc., the goods shall be delivered at Buyer's expense by the carrier under Buyer's letter of indemnity or guarantee.

In any event Seller shall not be responsible to Buyer for any incidental, consequential, or special damages.

6.WARRANTY:— Unless expressly stipulated on the face of this Contract, Seller makes no warranty, express or implied, as to the fitness and suitability of the goods for any particular purpose and/or merchantability.

⑤クレーム (免責事項)

⑥保証

クレームを当事者間で解決できなかった場合の4方法

- 船積前に生じた損傷、契約内容との相違などにより生じた貿易クレーム→荷主は売手に対しクレームの申立て
- 話し合いが不調となった場合→以下の方法を取るのが一般的

① 斡旋 mediation

商工会議所、商社、取引銀行などの第三者に斡旋を依頼し、譲歩・妥協点を見出す方法

双方が同意しても、法律的な拘束力はなく、両当事者がその解決案(和解案)を誠実に履行することを期待するしかない。

② 調停 mediation

双方が選んだ調停人が、双方の意見や証拠書類等に基づき調停案を提出し、当事者間の合意により解決策を見出そうとする方法

両当事者には調停案を受諾する義務はなく、法律的な拘束力なし

③ 仲裁 arbitration

当事者の選んだ仲裁人や仲裁機関（日本商事仲裁協会、国際商業会議所など）にトラブル解決を一任

仲裁人によって下された仲裁判断（**award**）は、ニューヨーク条約（仲裁に関する国際条約）加盟国間で法的な拘束力を持つ。

裁定どおりの履行をしない場合には、裁判所で強制執行の判決を得て執行。

④ 訴訟 litigation, law suit

契約で仲裁処項を定めていない場合で、斡旋、調停を経ても解決がつかないとき

国際商取引裁判所等は存在しないため、自国の裁判所で勝訴判決を得て損害賠償請求権を認められたとしても、直ちには強制執行できず、相手国の裁判所に訴訟提起する必要あり。

	②調停	③仲裁	④訴訟
法的拘束力	なし	あり	あり
判断を下す人	調停人	仲裁人	裁判官 (陪審員)
審議の回数	1回	※1回	最大3回
公開/非公開	非公開	非公開	原則公開

※The award rendered by the arbitrator(s) shall be **final and binding** upon the parties hereof.

仲裁人によって下された裁定は、最終的なものであり、本契約の当事者に対して**拘束力を持つ**ものとする。

仲裁(Arbitration)に関する契約書の記述例

All disputes, controversies or differences which may arise between the parties **hereto**, out of or in relation to or in connection with this Agreement **shall** be finally settled by arbitration in Tokyo, Japan **in accordance with** the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The award rendered by arbitration(s) shall be final and **binding** upon both parties.

この条文は、輸入者である買い手の立場を擁護して作成されたものの。

当然、売り手側も自社に有利な条件を主張してくるので、両者が合意できる内容に改める必要あり。

いずれにしても、仲裁条項には『仲裁場所、仲裁機関および規則』を規定しておく必要あり。

7. PATENT, TRADEMARK, etc.:—

Buyer shall hold Seller harmless from, and shall waive any claim against Seller for, any liability for infringement of patent, utility model, design, trademark, brand, pattern, copyright, or other industrial and/or intellectual property rights in the Goods whether in the Buyer's country or any other country, provided, however, that Seller shall be liable for any such infringement in Seller's country if the above mentioned rights so infringed are not designated or selected by Buyer.

Nothing herein contained shall be construed as a transfer of any such industrial and/or intellectual property rights in the Goods, and such ownership and right shall be expressly reserved to the true and lawful owner(s) thereof.

8. FORCE MAJEURE: — Seller shall not be liable for any delay in shipment or delivery, or non-delivery, of all or any part of the Goods, or for any other default in performance of this Contract due to the occurrence of any event of force majeure (hereinafter referred to as "Force Majeure") including but not limited to, flood, earthquake, typhoon, tidal wave, perils of the sea, fire, explosion or other act of God, prohibition of exportation, embargo or other type of trade control, governmental order, regulation or direction, or quarantine restriction, strike, lockout, slowdown, sabotage, or other labor dispute, war, hostilities, riot, civil commotion, mobilization, revolution or threat thereof, boycotting, accidents or breakdown of machinery, plant, transportation or loading facilities, shortage of petroleum products, fuel, electricity, energy sources, water, other raw materials, substantial changes of the present international monetary system or other severe economic dislocation, bankruptcy or insolvency of the manufacturers or suppliers of the Goods, or any other causes or circumstances directly or indirectly affecting the activities of Seller, manufacturer or supplier of the Goods.

On the occurrence of any event of Force Majeure, Seller may, by giving notice to Buyer, (i) extend the time of delivery/shipment of the Goods or of performance of other obligations arising under the terms of this Contract, and/or (ii) cancel unconditionally the whole or any part of this Contract, and Buyer shall accept such of the above action(s) as Seller may take.

⑦ 特許、商標等

⑧ 不可抗力

9.DEFAULT: — If Buyer fails to perform any other contract with Seller or if Buyer becomes insolvent or bankrupt, or takes any proceedings admitting the inability to pay or meet his obligations, or if Buyer transfers any or all of its business or important assets, or changes his legal status or organization, Seller may, without prejudice to Seller's right and remedies at law, by giving written notice to Buyer, (i)cancel immediately, or reserve the right to cancel, the whole or any part of this Contract or any other contract with Buyer, (ii)delay or suspend shipment or delivery of the Goods, (iii) stop the Goods in transit, (iv) hold and/or resell the Goods for Buyer's account and risk, and/or (v) accelerate any installment or otherwise postponed or deferred payment for shipment already made under this Contract or any other contract with Buyer.

In any such event, Buyer shall be liable to Seller for any loss or damage, direct or consequential, incurred as a result thereof.

10.NO ASSIGNMENT: — Buyer shall not transfer or assign the whole or any part of this Contract or any of his rights or obligations accruing hereunder without Seller's prior written consent.

11.NO WAIVER: — No claim or right of Seller under this Contract shall be deemed to be waived or renounced in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by Seller.

12.ARBITRATION: — Any dispute, controversy or difference which may arise between the parties hereto, out of or in relation to or in connection with this Contract, or any breach hereof shall be settled, unless amicably settled without undue delay, by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The award rendered by the arbitrator(s) shall be final and binding upon the parties hereof.

13.TRADE TERMS & GOVERNING LAW: — Trade terms such as FOB, CIF and any other terms which may be used in this Contract shall have the meanings defined and interpreted by INCOTERMS 2020 Edition, ICC Publication No.560, as amended, unless otherwise specifically provided in this Contract.

The formation, validity, construction and performance of this Contract shall be governed by and construed in accordance with the laws of Japan.

⑨ 契約不履行

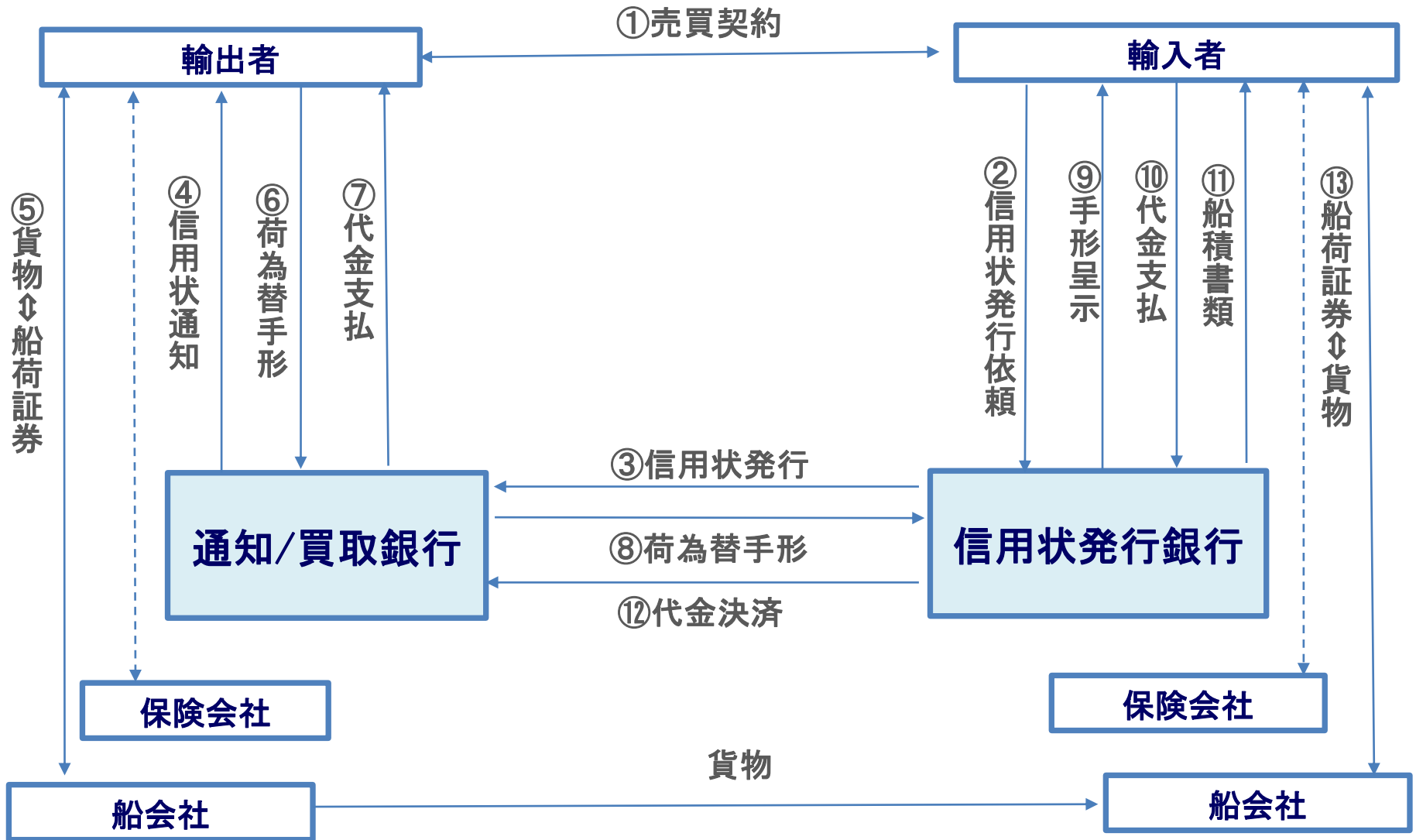
⑩ 譲渡禁止

⑪ 権利不放棄

⑫ 仲裁

⑬ 準拠法

信用状



① BANK OF HANOI, LTD. HO CHI MINH BRANCH, VIETNAM		
② IRREVOCABLE CREDIT		ORIGINAL
③ Place and Date of Issue Ho Chi Minh City, DEC 6, 20XX	④ Credit Number BH-1202310-JP	
⑤ Advising Bank TOKYO CITY BANK, LTD. YOKOHAMA BRANCH	⑥ Applicant VIETNAM TRADING CO., LTD. 100 Nguyen Minh Hoang, Tan Binh District Ho Chi Minh City, VIETNAM	
⑦ Beneficiary MAUNHARF JAPAN CORPORATION 2-2-1 Minatomirai, Nishi-ku, Yokohama, Kanagawa, JAPAN	⑧ Amount US\$16,500.00 (SAY US DOLLARS SIXTEEN THOUSAND AND SIX HUNDRED ONLY)	
⑨ Latest Shipment JAN 31, 20XX	⑩ Expiry Date and Place for Presentation FEB 10, 20XX, Yokohama, Japan	

⑪ Dear Sir(s),

We hereby issue in your favor this irrevocable credit which is available by negotiation of your draft(s) at sight drawn on us bearing the number and date of this credit. The amount of draft for full invoice value, accompanied by the following documents;

⑫ 1 Signed Commercial Invoice in triplicate indicating number of this credit
2 Packing List in triplicate
3 Certificate of Origin in duplicate
4 Inspection Certificate in duplicate
5 Full set of clean On Board Ocean Bills of Lading made out to the order and blank endorsed, and marked FREIGHT PREPAID and showing the above applicant as "Notify Party"
6 Marine Insurance Policy/Certificate in duplicate for 110% of the invoice value endorsed in blank stipulating claims payable in VIETNAM, covering Institute Cargo Clauses (A), Institute War Clauses, Institute S.R.C.C. Clauses

⑬ Covering : PROCESSING MACHINERY AS PER SALES CONTRACT OF MJ0310-01
Trade Terms: CIP HoChiMinh

⑭ Shipment from: Yokohama to: HoChiMinh	⑮ Partial Shipments Allowed	⑯ Transshipment Prohibited
--------------------------------------------	--------------------------------	-------------------------------

Special Conditions;

⑰ - Drafts and documents must be presented within 10 days after the date of shipment but within the credit validity.

⑱ - The negotiations under this credit are strictly restricted to the Tokyo City Bank, Ltd.

⑲ - All bank charges outside VIETNAM are for the account of beneficiary.

⑳ - For reimbursement, please reimburse yourselves by drawing sight draft on our Head office A/C with New York Bank, New York, U.S.A.

㉑ - The amount of any draft under this credit must be endorsed on the reverse hereof.

㉒ We hereby engage with drawers, endorsers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation.

Yours Very Truly,
⑳ *An Duy Vuong*
BANK OF HANOI, LTD.
AUTHORIZED SIGNATURE

㉓ This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600

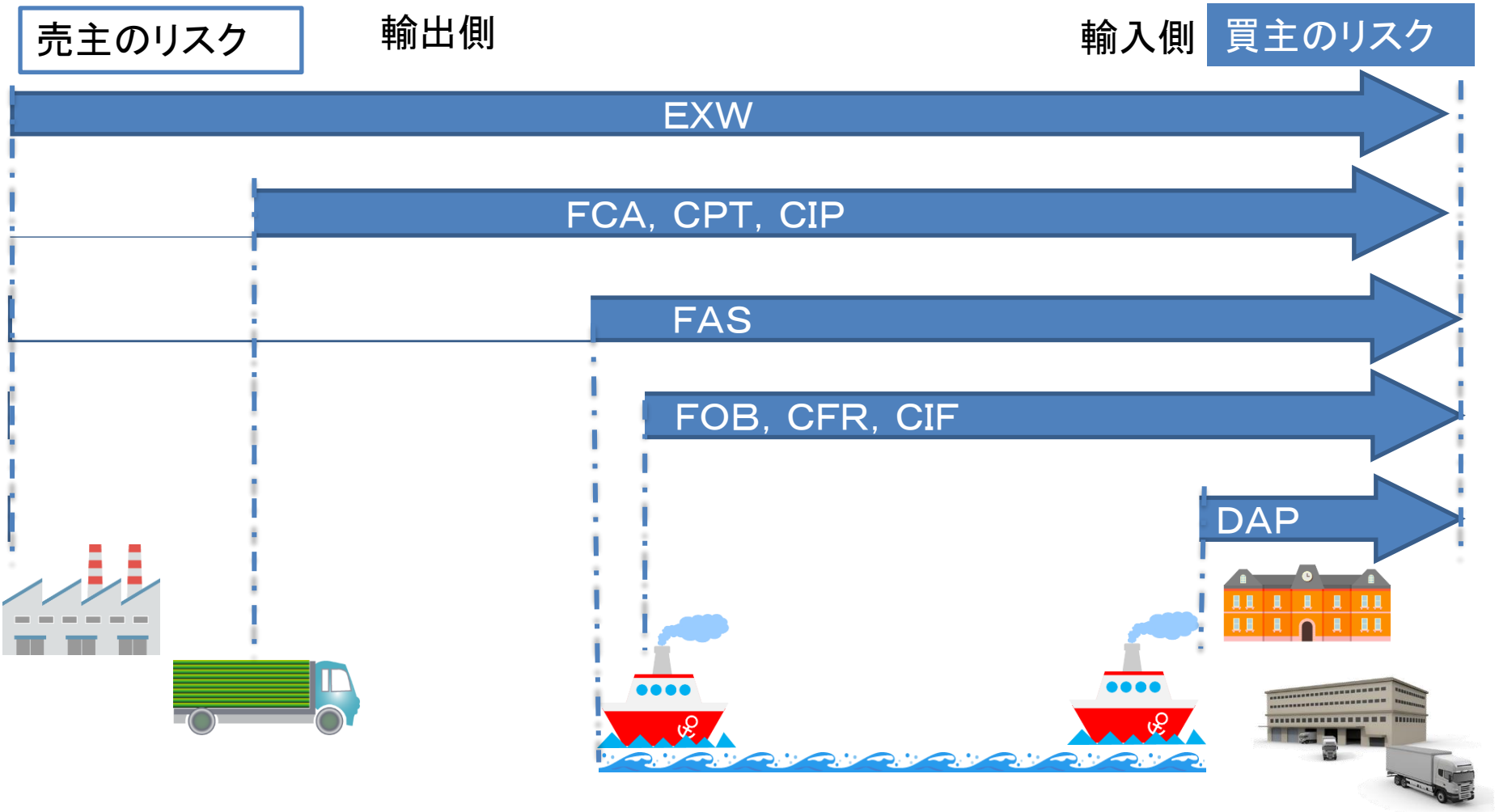
(出典: 最新貿易実務ベーシックマニュアル改訂4版)

貿易書類

- **Commercial Invoice**: 送り状。商品の明細を記載。請求書の役割も果たす。
- **Bill of Lading (B/L)**: 船荷証券(有価証券)。船積みした証拠。
- **Packing List**: 梱包明細。税関の輸出入手続きにも必要。
- **Insurance Policy Certificate**: 保険証券。輸送途上で事故があった場合にその損害をカバーするもの。
- **Certificate of Origin**: 原産地証明。その国の原産であることを証明する書類であり、関税の便益を受けたいとき等に必要。
- **Inspection Certificate**: 検査証明書
- **Bill of Exchange (B/E)**: 為替手形
- **Air Waybill (AWB)**: 航空貨物運送状

貿易条件と貨物海上保険

売主から買主へのリスクの移転時期

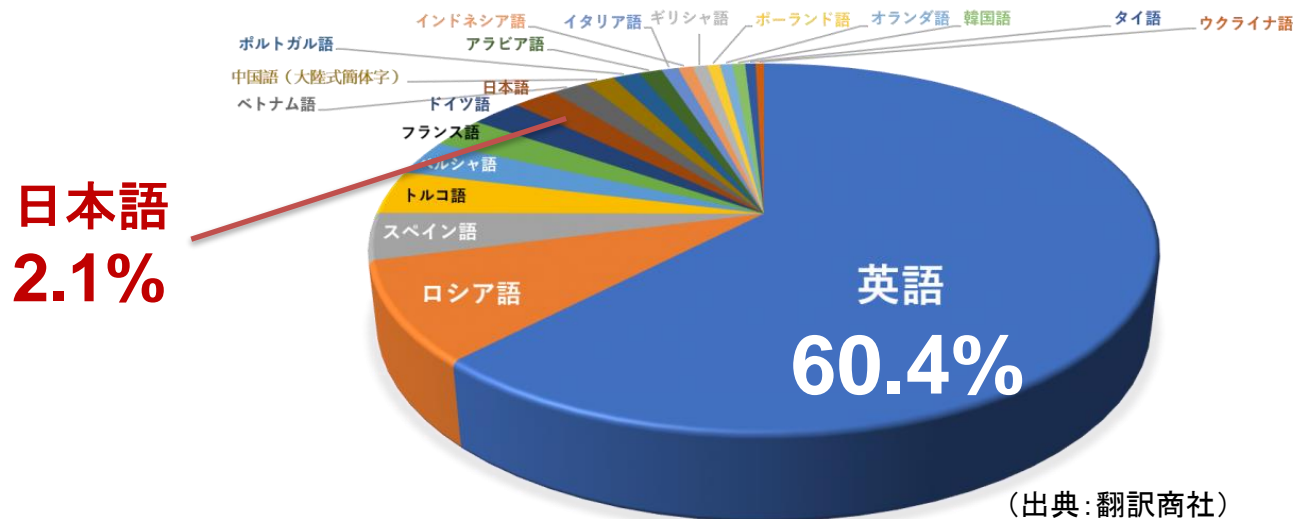


4 ビジネス英語学習のエッセンス

英語の必要性

- ① 仕事仲間が世界中に広がる
- ② 情報量が格段に増える(ネット＋仲間)
- ③ **英語が通じる組織：外国人に安心感⇒人材確保**

インターネット上の使用言語



ビジネスシーンの現場

ビジネスが多く発生する場面

(上位3つ)

- | | |
|--------------|-----|
| ①オンライン会議 | 90% |
| ②会議でのプレゼン・議論 | 70% |
| ③メール・チャット | 68% |
| ↓ | ↓ |
| ⑧日常的な会話(雑談) | 20% |

ビジネスで発生するトラブル

(上位3つ)

- | | |
|-------------|-----|
| ①誤解・認識のずれ | 85% |
| ②チームの関係構築不足 | 59% |

(日本経済新聞「グローバル人材育成に関する意識調査」 対象142社、22年1月)

英語発信力の強化 3つのポイント

① Mindset



Thomas Piketty

<https://www.youtube.com/watch?v=F9plMHgssI0>



Masayoshi Son

https://www.youtube.com/watch?v=Sa2_VBu0d7k&t=1202s



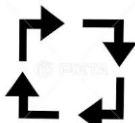
Akio Toyoda

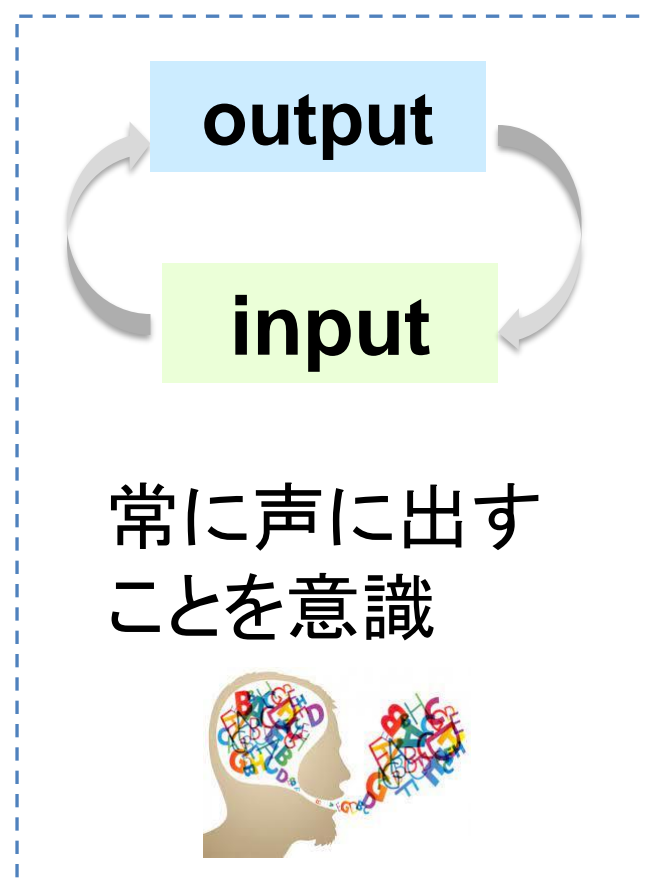
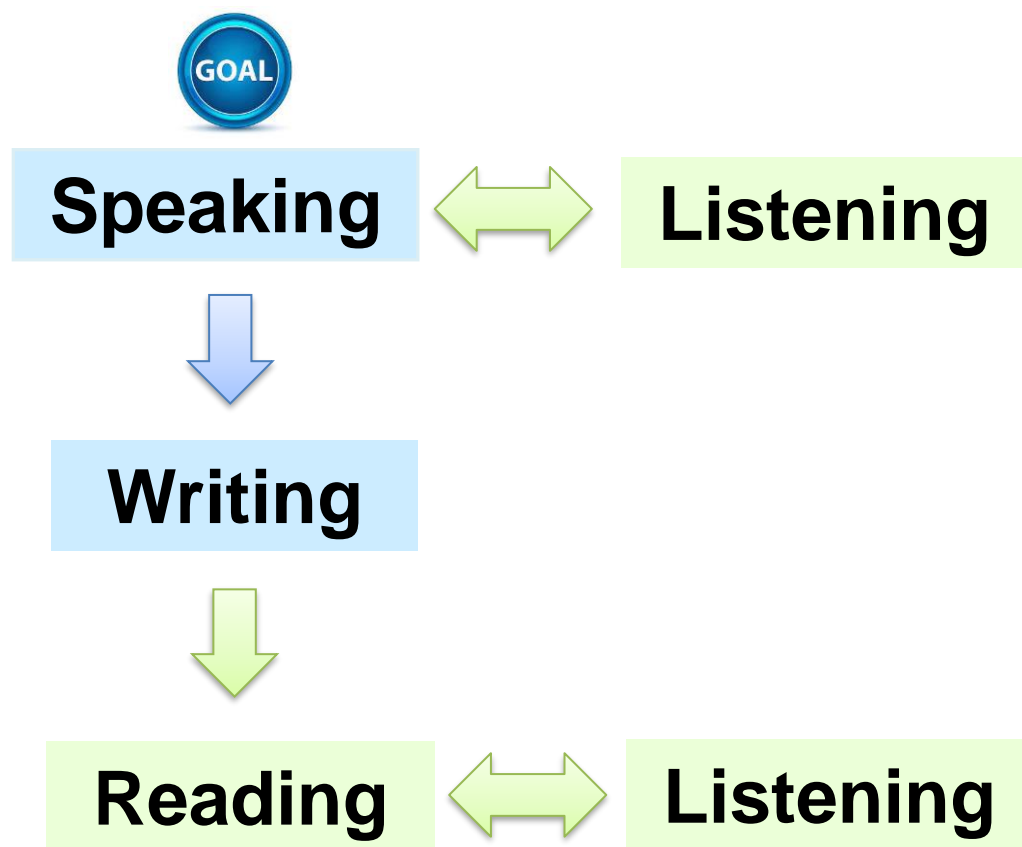
<https://www.youtube.com/watch?v=l147wqKkq6A>

② 伝え方

*Imagine you won the lottery for 10 million dollars.
How would you spend that amount of money?*

③ 4技能のリンク

発信力のアップ: 1つの教材から3~4技能を学ぶ 



ビジネス英学習のポイント

◆決まり文句を覚える

ミュートになってますよ。

声がときどき途切れます。

すみません、切れてしまいました。

画面共有ができるようにしてもらえますか。

◆ワンセンテンスで終わらせない

Q: When did you fly in to Singapore?

A: Around 7 am this morning.

◆事実(fact)に加え、自分の気持ち伝える語彙を増やす

エミリーの人生の話を聞いてグッときました。

I found Emily's life story

ときどきフラストを感じますが、やり甲斐があります。

I sometimes feel frustrated, but

◆場の雰囲気のを和らげる

How are things on your end?

Anything interesting happening in LA?



英語を「生涯の友」とする方法

✓ ペースメーカー



✓ 興味の湧く分野 「英語で楽しむ」

✓ 仲間



✓ 外国人との“練習試合”



プラス志向
「プチ達成感」の
積み重ね



自己肯定感
TOEIC得点アップ

邦画：日本語を英語の字幕付きで



字幕は世界標準の
わかりやすい英語

 Every Day a Good Day
日日是好日

<https://www.youtube.com/watch?v=bLtHMfyRsao>

足がしびれて動かないです。

お茶はまず形。初めに形を作っておいて、
後から心が入るものなのね。
自分の手を信じなさい。

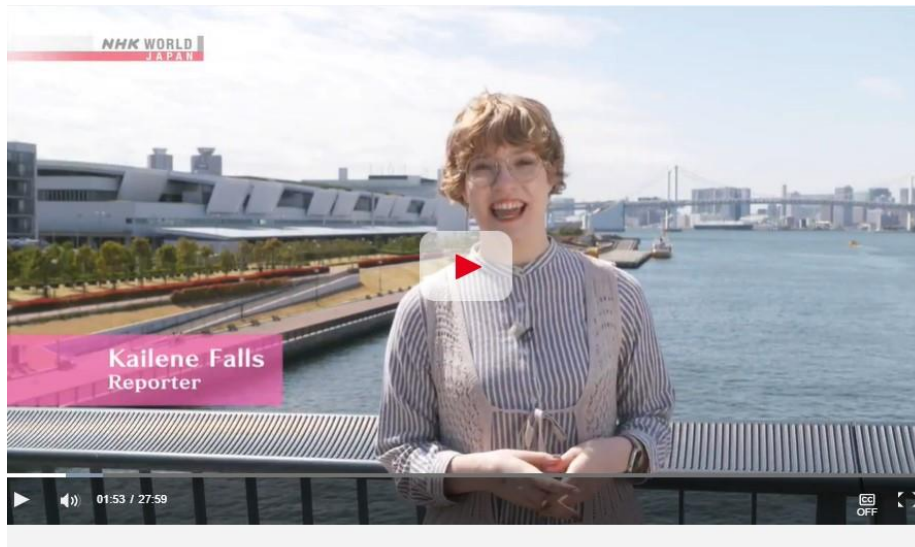
私はずっと宙ぶらりん。

五感を使ってその瞬間を全身で味わう。

日本について知る



Oishi Tokyo



SHIRASU

Kailene Falls

Trails to Oishii Tokyo □ 28m 00s

Broadcast on May 4, 2022 / Available until May 4, 2025

<https://www3.nhk.or.jp/nhkworld/en/ondemand/video/2054145/>

Japanology Plus



Luck

Peter Barakan

Japanology Plus □ 28m 00s

Broadcast on October 7, 2021 / Available until March 31, 2024

<https://www3.nhk.or.jp/nhkworld/en/ondemand/video/2032248/>

映画を観て異文化理解を深める



Video Cover from the movie "The Intern"

<https://www.youtube.com/watch?v=GMRSC89obYc>



So, here I am, applying to be one your interns because the more I think about the idea, the more **tremendous** I think it is. I **love** the idea of having a place I can go every day. I want the connection, the **excitement**. I want to be challenged, and I guess I might even want to be needed. The tech stuff might take a bit to figure out. I had to call my 9-year-old grandson just to find out what a USB connector was. But I'll **get there**. **Eager** to learn. Also, I want you to know I've been a company man all my life. I'm **loyal**, I'm **trustworthy**, and I'm **good in** a crisis. And I **love** that you're right here in Brooklyn. I've lived here all my life, and lately I feel I may not be hip enough to live in Brooklyn, so this could help with that, too. I read once, ***musicians don't retire. They stop when there's no more music in them. Well, I still have music in me, absolutely positive about that.***

Key Takeaways

- 契約書独特の言い回しを覚える
- 長い文は、塊(チャンク)に分けて、重要な部分を抽出する
- 英語学習は“一石四鳥”:4技能を意識



【参考資料】

本当に海外で活躍するための英語力は、資格試験だけでは身につかない！

<https://www.fourskills.jp/interview-shibatashinichi>

ビジネス英語の学習で、見過ごしがちなこと

<https://mag.nhk-book.co.jp/article/225>

ビジネスを成功へ！「パーソナルタッチ」を入れた英文ビジネスメールとは？

<https://mag.nhk-book.co.jp/article/28596>

日本人の書くビジネス英文メールは丁寧すぎ？
パーソナルタッチの極意

<https://mag.nhk-book.co.jp/article/38680>