

第16週

【問題1】 解答例は以下のとおり（ここではテキスト第16週の「語句解説」に示した訳例をあげておきます）。

1. (契約書・証書などの) 頭書、前文
2. 解散、退去、解雇、免職、却下
3. 60日の事前通知／予告（通知）
4. 本物の、真正な、(本物だと) 信頼できる
5. (秘密や情報などを) 開示する、公にする、暴く、暴露する
6. 契約違反
7. …に(法的な) 責任があると見なされる
8. (人に対して) 拘束力のある
9. 極秘で
10. (署名押印して正式に) 契約書を作成する、発効せしめる
11. (…であると正式に) 宣告する
12. (文書その他による) 明示的同意
13. 不可抗力
14. (争議などの) 調停
15. (義務などの) 不履行、怠慢
16. (契約書の文言として) …を約因として→一般には「…を考慮して」の意味。
17. その証として→「その」は「上記の／前述の事柄の」の意味。
18. (争議などの) 仲裁
19. (契約上の) 義務、債務
20. (条文などで) 規定する、定める

【問題2】 解答例は以下のとおり（解答例はすべて第16週で学習した例文です）。

1. This Agreement (shall) be valid and (in) force for a period of one year beginning (from) the date of execution, and will be automatically renewed for another one year period. (unless) either of the two parties (gives) the other 60 days' prior notice (in) writing of its intention to terminate the Agreement.
2. Neither party (shall) be held liable (for) failure to perform its part of this Agreement (when) such failure is due to fire, flood, strike, labor trouble, unavoidable accident, war, rebellion, riot, embargo, blockade, legal restrictions or any other causes (beyond) the control of the parties hereto.
3. All disputes arising (between) the parties hereto out of or in connection (with) this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (by) one or more arbitrator(s) appointed in accordance with the said Rules. The award rendered (by) the arbitrator(s) shall be final and binding (upon) the parties concerned.
4. This Agreement constitutes the entire and only Agreement between the parties concerned as to the subject matter of this Agreement, superseding (all)

previous negotiations, agreements and commitments, and (shall) not be changed or modified in any manner (except) by mutual express consent (in writing of subsequent date duly signed by authorized representatives of each of the parties (hereto).

5. (IN) WITNESS (WHEREOF), the parties hereto have caused their representatives, duly authorized for the purpose, to set their hands and seals to two copies of this Agreement, (both) of which (shall) be considered originals, as of the day and year first above written, (each) party retaining one copy thereof.

【問題3】 解答例は以下のとおり（解答例はすべて第16週で学習した例文です）。

1. Japan Trading Co., Ltd., having/with its principal office at *** Ichiban-cho, Chiyoda-ku, Tokyo, Japan (called the Company) and Tom Wilson, residing at *** Aoyama, Minato-ku, Tokyo, Japan (called the Employee) have mutually agreed that the Company will employ the Employee under the following terms and conditions:
2. NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as follows:
3. The Employee shall not disclose to a third party any important information pertaining to the Company and its business affairs and transactions, whether he learns it through his work or from other sources. The obligation imposed by this Article remains effective after the termination of this Agreement.
4. The Company shall be at liberty to dismiss the Employee immediately without any obligation in case of breach of any stipulations specified in this Agreement and/or misdeed or fault which may cause damage or loss to the Company.
5. IN WITNESS HEREOF, the two parties concerned have duly executed this Agreement in duplicate in the Japanese and English languages, both equally authentic, this first day of April, 19--.



【問題4】 翻訳例は以下のとおり。

EMPLOYMENT AGREEMENT

This Agreement is concluded between Japan Trading Co., Ltd. ("EMPLOYER") and Mr. John Doe ("EMPLOYEE") on April 1, 19-- with the following stipulations:

Article 1: EMPLOYER shall hire EMPLOYEE as a translator/interpreter in the International Research and Development Division of Japan Trading Co., Ltd.

Article 2: EMPLOYER shall pay EMPLOYEE for his services the net amount of ¥500,000 per month after tax. EMPLOYEE is also entitled to the usual fringe benefits and commutation allowance as per company regulations.

Article 3: Regular office hours are from 9:00 a.m. to 5:00 p.m., Monday through Friday, with one hour off for lunch at noon.

Article 4: In case of overtime work requested by EMPLOYER, EMPLOYEE shall receive an extra allowance for his services in extra hours as per company regulations.

Article 5: Any knowledge and information that EMPLOYEE obtains through his work under this Agreement shall not be disclosed to any persons or parties other than EMPLOYER.

Article 6: This Agreement shall be valid for one (1) year from the date hereof, and shall be automatically extended for another one (1) year period unless a notice to the contrary is given from one of the parties to the other in writing at least sixty (60) days before the expiry date.

Article 7: In case any questions arise concerning this Agreement, or any circumstances having no stipulation therein develop, they shall be settled in good faith between the contracting parties.

Article 8: This Agreement is made in duplicate, and EMPLOYER and EMPLOYEE shall, after signing both copies, retain one copy respectively.

Signed and Executed on the day first above written.

EMPLOYER:

EMPLOYEE:

Akio Takahashi
President
Japan Trading Co., Ltd.

John Doe