

**A Report on Translation of
*The Loan Contract of Texas State
Energy Conservation Office***

By

Supervisor:

**A Thesis Submitted to
Foreign Languages College
Shanghai Normal University
In Partial Fulfillment of the Requirements
For the Degree of Master of Translation**

March 2014



摘要

本文以美国德克萨斯州节能办公室贷款合同的翻译项目为例，对贷款合同的翻译进行研究。首先介绍该翻译项目的背景，探讨合同翻译的研究现状，指出合同翻译研究的意义。其次，剖析源语文本，明确翻译要求，即合同翻译应当遵循的“合法”前提与“求信”标准。再现翻译过程，该项目翻译分为三个阶段，即原文理解阶段、表达阶段和校对阶段。本文重点放在案例分析，从词语、句子、篇章三个层面深入讨论翻译技巧和方法。从词语层面讨论合同英语古体词、多义词、情态动词、成对词的翻译；在句子层面，主要分析本合同中复合句和被动句的翻译；篇章层面强调翻译的连贯性。最后通过对翻译过程和具体翻译案例的总结，归纳本项目实践的发现和体会，指出不足之处，提出进一步研究的方面。

本研究旨在帮助读者了解合同英语的特点，提高译者翻译合同英语的技能。

关键词：英语贷款合同；文本特点；翻译过程；翻译原则；翻译技巧；案例分析

Abstract

By making a case study of the version of *Loan Contract of Texas State Energy Conservation Office*, the author of this thesis conducts a research on translation of loan contracts. First, the author introduces the background of the translated project before she reviews the major researches on translation of loan contracts and mentions the significance of this study. In addition, the author analyzes the source language text in detail and discusses and proves the principles of “being legal” and “being loyal” for translation of loan contracts. Next, the author presents the process of translation of the project, which is divided into three stages: comprehension of the source text, reproduction of the source text in the target text, and proofreading the version. The author lays emphasis on the case analysis. She explores and illustrates methods and techniques for translation of the loan contract at the levels of wording, syntax, and text. At the level of wording, the author discusses the translation of archaic words, terms of different meanings, modal verbs and doublets; at the level of syntax, she explores the translation of complex sentences and passive sentences; at the level of text, she emphasizes consistency and coherence of the target text. Finally, the author summarizes the key points and the major findings, points out the shortcomings and further aspects to be researched into in the future.

This study is intended to help translators get familiar with language features of loan contracts and especially enhance their skill for translation of such texts.

Key words: English loan contract; contract translation; translation process; translation principles; translation techniques; case analysis

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第一章 引言

本部分首先介绍研究背景，概述合同英语翻译研究现状，然后指出本项目翻译的意义、研究方法，并说明文章的结构和要点。

1.1 研究背景

在全球化迅猛发展的当今世界，中国与各国之间的合作交流日益密切，对外贸易与商务往来愈发频繁。2013年，我国进出口贸易总额达4.14万亿美元，各行各业因经济往来产生的商务合同随之增加。然而，对外经济贸易活动中，尤其是事关贸易双方利益的问题上，涉外经济纠纷频出，不少涉外经济纠纷在很大程度上是由合同理解、执行不明确引起的。如今，我国涉外经济活动中所使用的合同多用英文撰写而成，英文经贸合同语言有其特殊性，措辞严谨准确，结构紧凑富有逻辑性，格式规范。贷款合同更是如此，贷款涉及提供资金、款项流向、资金归还、利息回报等，与合同双方经济利益紧密相连，因为对其翻译必须严格要求。若英文合同的翻译不准确到位，或措辞不当，或措辞含糊不清，或结构松散缺乏逻辑，导致合同理解出现歧义，合同方权利义务规定不明确，甚至会导致合同一方有意或无意地利用合同漏洞，侵占另一方的商业利益、逃避责任义务等。英文贷款合同的翻译质量与合同的顺利履行密切相关，翻译准确恰当质量高的译本有助于推动经济活动顺利进行。

本文以德克萨斯州节能办公室贷款合同的翻译为例，再现翻译过程，分析合同英语的特点，从词语、句子及篇章三个层次剖析翻译过程中遇到的问题及解决方案，探讨贷款合同翻译的规律。

1.2 研究现状

二战后，随着经济的复苏和发展，外贸英语研究也随之兴起。在过去的二三十年里，国内外专家学者对外贸英语的文体特点展开了广泛讨论，与此同时，针对外贸英语合同的研究也取得了一定的成果，贷款合同翻译的研究发展迅速。胡庚申、王春晖、申云帧在《国际商务合同起草与翻译》中，重点讨论了商务合同的起草和翻译；2005年，李克兴、张新红《法律文本与法律翻译》将不同类型的法律文本进行分类，并提出了相应的翻译策略；宋德文在《国际贸易英文合同问题与翻译研究》中，讨论了英语合同的文体特征以及外贸英语合同的翻译原则；2008年，张炜在《外贸英语的语言特点与翻译》中，从词汇、句法、篇章等层面分析了英语合同的语言特点，在实例中讨论了具体的合同翻译技巧。几年来，越来越多的专家学者对英语合同的翻译与研究表现出较高的热情，研究仍在继续。

20世纪60年代起，韩礼德等西方翻译理论家从文体与翻译关系的角度开展翻译研究，开启了翻译研究的全新视角，这些理论在法律英语领域仍然适用。商务合同亦属于法律文本。20世纪70年代之前，西方翻译家大多将研究重点放在研究法律文本的语言特点上，如词汇、句法特点等。1963年，David Mellinkoff在*The Language of Law*一书中提到了“法律语言”这一概念。20世纪70年代以来，Danet, Levi, Sloane, Shuy, Burk等学者从多个角度讨论了法律英语及其翻译。例如，从语用学的角度对法律英语进行分析，法律文本分析以及法律文本的翻译。法律翻译可以分为法律文本翻译以及法庭英语口语译，这两类翻译各具其特点，不同的术语也有其不同的含义，对语言的准确性和严谨性要求较高。因此，法律英语翻译尤其是英语合同的翻译，实有难度，因此值得做出一番探究。

国内外专家学者对于商务合同的翻译已做出了不少研究，取得了一定的成果。本文将以德克萨斯州节能办公室贷款项目为具体案例，从原文文本和译本出发，结合合同英语的具体特点，再现翻译过程，探讨贷款合同翻译的规律。

1.3 研究意义

通过分析德克萨斯州节能办公室贷款合同的译本, 结合合同英语和法律英语的语言特点, 详细地阐述了翻译过程。因此, 一方面, 有助于探讨翻译贷款合同所涉及的翻译标准、翻译策略、翻译方法和翻译技巧; 另一方面, 在实践中总结得失, 总结经验, 从而不断提高英语合同翻译的质量, 探索英语贷款合同翻译的规律, 为英语贷款合同翻译的研究打下一定的基础。

1.4 研究方法

研究方法是有效进行研究的重要因素, 只有采取正确的方法才能取得一定研究成果。本文作者主要采取实证研究方法, 即以美国德克萨斯州节能办公室项目贷款合同为例, 分析源语文本的语言特点, 结合合同英语翻译的要求, 提出相应的翻译策略。采用演绎和定性分析的方法, 详细论证了词语、句子、篇章三个层面的翻译技巧。

1.5 论文结构

本论文共分为四章。

第一章为引言。该章主要介绍研究背景, 概述国内外英语合同翻译研究现状, 并叙述了研究意义、研究方法和论文结构。

第二章为案例描述。介绍了项目概况与翻译要求, 阐述了翻译过程。

第三章为案例分析。该章首先介绍了源语文本特点, 详细地叙述了本贷款合同的翻译过程, 从词语、句子和句段三个层次讨论翻译方法和技巧。词语翻译过程中, 关注英语合同中特有词汇、古体词、情态动词的翻译; 句子翻译时, 侧重定语从句、被动句等长难句的翻译技巧的讨论; 篇章翻译方面, 着重讨论了前后文翻译的一致性和逻辑性。

第四章为结语, 归纳全文要点, 总结了翻译中存在的问题及翻译报告的得失。

第二章 案例描述

本人在上海无凡翻译有限公司进行翻译实习期间,参与了美国得克萨斯州州立节能办公室贷款合同项目的翻译,从项目初期准备及人员分配,到具体翻译实践,以及后期的审校、通稿,参与了项目整个过程,不仅掌握了合同翻译的技巧,而且熟悉了翻译项目工作组织流程,在实践中积累了经验。

2.1 项目简介

本人研一暑假于上海无凡翻译公司实习期间,参与了一份题为《美国得克萨斯州州立节能办公室贷款合同》的合同文本翻译项目。原语文本为英文,全文条款共计两万余字,包括合同双方的权利义务规定、还款约定、赔偿责任等条款。项目委托方,即上海无凡翻译公司,要求由项目经理负责,项目组三位成员分工合作于十日之内完成该合同的翻译、校对及统稿工作。

2.2 翻译要求

笔者的任务是在五日内完成合同第一到四十六条条款的翻译,该部分为合同的正文部分,按照条款排列。客户强调译本的准确性,翻译要忠实于原文,避免歧义。表达合乎合同用语规范,措辞正式、专业,遣词造句符合贷款合同的要求。为了最大限度的满足客户要求,提高翻译质量,在着手翻译之前,笔者参阅了相关资料,以求理解合同翻译的标准,为文本翻译打下基础。

专家学者们针对翻译标准的讨论分门别类,各派专家学者著书立说针对发翻译的标准提出了各自的看法,古有“文质之争”,严复“信、达、雅”之说深入人心,钱钟书提出“化境”的观点,各种看法在争论之中不断升华完善。随着翻译研究的深度和广度的扩大,不同类型的源语文本有不同的翻译要求,达到不同的翻译目的,合同的翻译对合同本身的理解首要因素,“合同的作用、合同的合法原则和合同的语言特点要求在翻译的理解过程中必须以‘合法’为前提,以‘求信’为标准(孙志祥)”。在理解领会合同时,要时刻将法律理念贯穿其中,按照相关

法律诠释合同内容，并确保合同符合各项法律规定和标准。

合同翻译一定要达到“信”的要求，要忠实于原文，严格传达合同的意旨和精神。所以，在翻译德克萨斯州贷款合同的过程中，要时刻谨记忠实于原文，准确、恰当的表达原文意旨，保证翻译质量。

2.3 翻译过程

该翻译项目的完成主要经历了以下几个步骤：

- (1) 组织项目参与成员，确定分工；
- (2) 通读原文，熟悉文体特点；
- (3) 明确翻译要求与标准；
- (4) 初译原文，注意词语、句子和篇章的翻译技巧；
- (5) 修改译文初稿，并解决初译中遇到的问题，反复润色译本；
- (6) 检查有无漏译或是重复翻译现象；
- (7) 完成翻译工作，交给翻译公司的审校人员再次审校；
- (8) 翻译公司返回最终译稿；
- (9) 仔细研读，自我总结。

以上几个步骤是开展翻译项目的具体工作步骤，这些步骤进行实际上经历了三个阶段：

2.3.1. 原文理解阶段

(1) 研究文体特征，形成整体感知

在仔细研读了德克萨斯州节能办公室贷款合同后，笔者认为，要想真正读懂并深刻理解该合同，应对英语合同的语言特点形成系统性的认识，因此阅读了大量英文合同，熟悉英语合同文体特征，试图总结英语合同的语言特点，形成总体的感知，理解全文大意，在此基础上，再重新返回原文进行研读。

(2) 精读理解词义

在理解了合同大意的基础上，笔者按照合同条款逐条进行理解并翻译。从具体词义着手，首先排除阅读障碍，将不认识的英语词汇查清楚意思；其次，根据

上下文，将一些多义词，联系上下文，确定适当的词义；再次，要根据合同英语的特点，着重斟酌一些情态动词、合同常用古体词、成对词之类的翻译。

(3) 串词成句，注意整体贯通

仅仅理解确定了词义只是翻译的一小步，更重要的是连词成句。在句子的翻译上，要注意理解一些长难句、复杂句的理解与翻译，确定在翻译这些句子时，应使用何种翻译技巧和方法，提高翻译质量。此外，应注意保持全文的前后一致性，以及合同条款之间层层递进的逻辑关系。

2.3.2 表达阶段

表达阶段就是在理解原文的基础上，将源语所述信息用目的语表达出对等的信息，保持语言风格及语体的一致，是翻译工作最重要的过程。翻译德克萨斯州节能办公室贷款合同的整个过程中，其实表达与理解的环节不是完全独立的，在理解的基础上表达，在表达的过程中理解，二者密不可分。所以，本部分将从词语的理解与翻译、句子的理解与翻译、篇章的理解与翻译这三个层次，阐述表达、翻译的过程。

2.3.3 校对阶段

完成翻译初稿只是翻译工作的第一步，校对是保证翻译质量的重要步骤。首先应该校对的是是否存在漏译现象，漏译是翻译过程中的低级错误，通常是由译者粗心大意所致，也是最容易避免的错误，合格的译者是绝对不允许漏译现象发生的。其次，要校对译文的准确性，即在词意、语句、段落的翻译上是否存在与原文有出入的地方，这一环节需要花费较多的时间精力，需要反复推敲琢磨，在选词、措辞方面下功夫，保证译文准确无误。笔者在完成了初译稿时，花费了很长时间校对合同翻译，对于不确定的地方，翻查资料，向同学老师请教，通过多种方式解决了困难。在这一过程中，请他人校稿也是很好的选择，不同的译者有不同的思维和知识积累，智者见智、仁者见仁，译者可根据他人的校稿对比自己的译稿，对比区别，取长补短，最终选择合适的译稿，这也是个相互促进、互相学习的过程。再次，要从整个篇章出发，加强篇章的连贯性，体现文章的内在逻辑性，使译文在整体语言风格及问题上保持前后一致。最后，要反复体会润色译文，

满足翻译标准及要求，并从译文中有所收获，积累翻译经验，提高翻译能力。校对的过程，是在“信、达、雅”三方面提高的过程，只有经过反复多次校对的译稿才是合格的译稿。

第三章 案例分析

本部分笔者将《德克萨斯州节能办公室贷款合同》的具体翻译细节进行剖析，从整体上分析源语文本特点，再从词汇、句子、篇章三个层面入手，讨论翻译技巧，直观深刻地再现翻译过程。

3.1 源语文本特点

原文是德克萨斯州州立节能办公室为支持相关单位建设能源项目提供贷款的贷款合同，根据《民法通则》第 85 条规定，合同是当事人之间设立、变更、终止民事法律关系的协议。合同内容作为意义层面存在于有效的文字中。合同性质又影响着文字载体的风格。合同的成立要求合同内容完整、细致、严谨、明晰，合同文字的文体特征则相应地表现为条理、记实、规范、正式。得克萨斯州节能办公室贷款合同明显地体现了“贷款”的特点，语言风格正式，意义明确，表述严谨，对贷款期限、还款期限与要求、支付等方面做出了详实的规定。同时，它又具有一般法律合同的特点，内容上包含“赔偿（译文第 18 条）”、“通知（译文第 17 条）”、“可分割条款（译文第 16 条）”等普遍的合同条款，在语言上充分体现了合同英语的特点。

合同英语，从本质上讲属于法律英语的范畴。哲学家大卫·休谟认为，“法与法律制度是一种纯粹的语言形式，法的世界肇始于语言，法律是通过语词订立和公布的。（孙志祥）”语言作为一种表述工具，在表述合同规范时必须遵守合同语言使用的严谨准确性、庄严性、规范性、简洁性。法律英语与我们通常所说的普遍意义上的英语有所区别，法律英语是自然语言在功能上的一个变体，有其自身的使用领域，法律英语在英语功能上最为正式，在所有英语文体中也最为正式。法律英语在语义、词法、语用等方面有其一系列特色，多用在诉讼、合同、法律文书等场合。*The Language of the Law* (2)一书中指出，

“法律英语是律师在法律事务中使用的官方语言，具有特殊的词汇、意义、语句和表达方式，还包括一些不局限于该行业使用但已在该行业中形成固定联想意义的习惯表达”（Mellinkoff, David）

商务合同用语，更确切的说本文所讨论的贷款合同英语，明显体现了法律英语的特点。在语言学及翻译领域，有些专家学者对法律文本做出了分类。例如，Gemar(1995)将法律文本分为三类：第一类为法律、法规、书面判决书、国际条例；第二类为合同、行政商业表格、遗嘱；第三类为学术性法律文件。因此，既然合同属于法律文本，合同英语与法律英语在语言上具有共同点。

影响合同英语的要素主要有词汇种类、词汇意义、句法特点，这三点紧密结合、共同作用，形成了合同的文体特点。奈达在其《语言，文化与翻译》一书中将语言看成是由语音、语汇、句法和篇章四种结构组成的。合同语言的使用特点主要可以从词汇、句法和语篇三个结构层加以分析。从词汇上看，德克萨斯州节能办公室贷款合同用词严谨正式，频繁使用情态动词，带有明显合同英语风格的古体词亦很常见，大量使用成对词，即近义词并用以强调所述内容的准确性。从句式使用上看，都采用陈述句，而不使用疑问句、祈使句或感叹句。合同的作用在于明确陈述和规定不同当事人在有关活动中的权利和义务，完整的长句的使用可以准确界定这种权利和义务关系，排除被曲解或误解的可能。这些长句往往含有许多分句或定语、状语等附加成分的简单句或符合句。大量的定语对名词性术语的内涵和外延进行精确地界定，而状语界定了履行权利和义务的条件、方式、地点和时间等。从语篇上看，汉英两种合同语言中的语篇结构大体相当，都具有高度程式化的特点。一般来说，合同都采用从总则到条款的先宏观后微观的语篇结构。这种高度程式化的语篇结构有助于为当事人创造理解文本内容的语篇环境。

德克萨斯州节能办公室贷款合同无论从词汇、句法还是篇章上看，都鲜明得体现了合同语言得特点，因此在翻译前需要充分体会理解该合同的语言风格，准确理解合同条款的含义，在充分理解文本得基础上，才能组织语言开启文本的翻译过程，准确恰当得进行翻译语言表述。

3.2 词语的翻译

从用词范畴来看，英文合同的用词，皆属普通词汇及文学词汇，即标准英语的范围。词语使用正式严谨，频繁使用情态动词，带有明显合同英语风格的古体词亦很常见，近义词并用现象频发，大量得成对词用以强调所述内容的准确性，因此，本节从合同专用词语、古体词、多义词、情态动词、成对词几个方面，分别谈谈本贷款合同中词汇的理解与翻译。

3.2.1 合同专用词语的理解与翻译

该贷款合同原文各方面内容按类别分条款叙述，条理清晰，即第一条“parties”规定合同双方，第二条“loan of funds”规定贷款金额，依次类推。合同每项条款规定的内容都很清晰，但是翻译的过程中遇到的一些专有名词，需要参考各类资料，通过多种办法解决理解问题，克服翻译中的困难。

译文共翻译了四十六条合同规定，每条规定都有其条款名称，合同开始的几条条款的名称比较容易理解，因为都是常见常用的英语单词。但是，存在一些特殊情况，即一些法律或合同英语的专业词汇，日常英语很少涉及，所以在翻译这些词汇时，要区别对待。

例如，合同第十六条“severability”，

(1) Severability

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in force and effect, and shall in no way be affected, impaired, or invalidated.

译文：可分割条款：

若发现本合同任何条款无效或无法执行，剩余其他条款、契约或其他条件仍保持效力，不受无效条款影响，不因此失效。

该词常理解为“分离”类的含义，如在此处翻译为“分离”，显然欠妥，不够贴切到位，因此笔者参考了平行文本（ABB 公司货物采购一般条款第二十一条），该合同中将该词翻译为“可分割性”，合同中“可分割性”条款用于阐述合同条款成立的相互关系，结合该合同本条所述具体内容，笔者认为第十六条的条款名称翻译成“可分割性”是妥当的。

再如，条款第三十三条“Buy Texas”，

(2) Buy Texas.

Borrower represents and warrants that Borrower shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time.

译文：采购

借方声明并保证，采购时若产品或原料价格在某一时间段内价格具有优势，应采购德克萨斯州生产的产品或原料。

如果只看字面意思，很容易就翻译成“购买德克萨斯”，这样的表达放在此处显然不妥，结合该条款具体内容会发现，该条规定的是采购何处生产的产品或材料的事宜，所以条款标题应言简意赅，直接翻译成“采购”。

此外，条款名称中还出现了一些专有名词或缩写，如第十一条“ARRA Reporting Requirements”，该缩写不是常见的英文缩写词，翻查词典也未找到相应的翻译，在搜索引擎 google 的搜索结果中，'ARRA'后出现了该词的完整拼写及中文对应解释，即“American Recovery and Reinvestment Act”（美国复苏与再投资法案），所以本条款的名称可翻译为“美国复苏与再投资法案报告要求”。

由于科技与经济社会文化的飞速发展，涌现出了大量的新词，其中不乏缩略词，而字典的更新速度远远跟不上语言发展的步伐，所以在解决该类问题时，充分利用网络资源不失为一个不错的选择，但是，网络资源鱼龙混杂，要根据具体的原文内容、语境、语体等要求，合理利用网络资源，尤其是合同文本的翻译，

更需仔细严谨。

3.2.2 古体词的理解与翻译

德克萨斯州节能办公室贷款合同中出现了很多古体词,这些词在合同的具体所指、语句衔接上发挥了重要作用。如果不能准确理解这些词的含义,表达过程中就很容易犯错,混淆所指,引起误解,甚至会导致合同执行出错。

现代英语中古体词很不常见,但是法律英语中古体词比比皆是,行文中,也正是因为这些古体词的存在,使得合同语言简练准确,语体正式严肃。合同英语中常用的古体词通常是由“here”“there”“where”等自由词素与介词“by”“after”“of”“in”等组成的复合词,这些词在合同中使用具有非常明显的优势。

例如合同原文第二条第五行中的“hereinafter”一词,该词用在‘project’之后,表达合同下文中所有‘project’都称为“项目”,因此此处翻译为“下称‘项目’”,“下称”这一表达是合同翻译中极为常见的一个表述。再如,第十二条第二行‘thereafter’,该词用英语可以解释为“in that part which follows”,如在合同中使用这个短语,合同语言就会显得啰嗦冗长,因此,使用古体词的优势可见一斑。该词所在句子的完整意思为“借方应在贷款完全还清及之后的四年,保存所有支持贷款申请的文件,自贷款申请提交后四年,保存贷款申请文件复印件”,所以‘thereafter’应理解为“之后”。

通常情况下,古体词都有相对固定的解释,如 hereafter=following this, hereby= by this means or by reason of this, herein=in this ,whereby=by what/which, thereafter= in that part of the contract 等。这些词的使用使得合同言简意赅,语言利落,在翻译时要联系上下文,明确所指,译文也应尽可能的简洁明了。

3.2.3 多义词的理解与翻译

Brenda Danet 曾指出“法律英语中经常使用常用的词来表达不常用的意思(1985:279)”,在翻译该贷款合同的过程中笔者经常遇到这种现象,即很多常用词汇在合同中所表达的意义并非是常用意义,而应结合上下文,具体问题具体分析才能准确恰当的翻译。

例如第十九条“assignment”一词,

(3) Assignment.

This Agreement and the rights and obligations of Borrower hereunder are not assignable or transferable by Borrower, in whole or in part, without the prior written consent of Lender.

译文：本合同下述权利、义务，未经贷方书面同意，借方无权全部或部分分配或转移。

看到“assignment”一词，人们通常的反应为“安排的任务”，但结合第十九条的具体内容，词条规定的是借贷双方权利义务由何方分配的问题，因此翻译为“分配”。

再如，第十八条第四行‘actions’，该词的常用意为“行为，行动”，但此处应从法律英语的角度翻译该词，而且本词前后的词为“claims”和“suits”，因此此处应翻译为“诉讼”。

此外，合同第十三条 (ε)，

(4) Borrower has full power and authority to enter into this Agreement and this Agreement has been duly and validly authorized, executed and delivered by Borrower.

译文：借方有权达成本合同，本合同由借方授权、执行并递送。

该句中“enter”这一动词，很显然该词的基本意思表示动作“进入”，但此处涉及到合同的签署，所以取的不是该词的基本意义，根据合同英语通常的翻译习惯，此处应翻译成“签署”。

3.2.4 情态动词的理解与翻译

贷款合同明确地规定了合同双方的权利义务，即合同双方应当做什么、不应当做什么，原文在表述此类规定时频繁地使用了情态动词，其中使用最多的词便是“shall”。Frederick Bowers(1989:30-31)将法律条款的语言力量分为三类：(1)

命令性语言——“shall”表明某人应当履行义务；（2）特许语言——“may”表明特许了某项权利或优待；（3）禁止性语言——“shall not”表明禁止某人做某事。笔者认为Frederick的分类能够体现情态动词的功能特点，不同的情态动词发挥不同的作用。在德克萨斯州的贷款合同中，笔者共翻译了四十六条条款规定，而几乎每条条款规定中都出现了“shall”一词。

例如条款第四条，

(5) Borrower shall repay the loan in accordance with the terms specified in the loan payment schedule.

译文：贷款方应依据还款期限偿还贷款。

该条规定了借方的还款日期问题，即“借方应根据还款日期要求归还贷款”，所以此处“shall”翻译为“应”。原文中出现了大量的情态动词“shall”，几乎无一例外的都翻译成“应、应当”，表明合同方所应承担的责任和履行的义务。

情态动词“may”出现的频率也很高，如第二条最后一句话，

(6) The project completion date may be extended only on lender's priorwritten approval as provided in section 4 of this agreement.

译文：工程若延期完成需按照本合同第四部分要求获得贷方书面批准。

此处“may”表示“在某种情况下可以”，但是翻译时因组织语言以及语言通顺的需要，并没有一一对应表达成“可以”。

“shall not”表示“不应”，即规定了合同方禁止做某事，如第六条“Lender shall not be required to give notice and shall not be reliable for any damages”，即“贷方无需做出通知，不对损失负责”。

3.2.5 成对词的理解与翻译

翻译的过程中会遇到一个意思但同时用两个甚至好几个词来表达的情况，或者两个词连在一起表达相反的意思，语言学术语将此种现象称为“二项式表达”或“多项式表达”，“两个或多个属于同一语法范畴并且存在一定语义关系的词通过‘and’或‘or’等衔接手段连在一起使用”（Bhatia 1993:108）。合同英语要求简洁、精炼，但是合同英语表达更要严谨、明晰，合同中之所以使用成对词是为

了防止歧义，避免词意模糊。

例如第六条中第十行，

(8) Lender may terminate or cancel this agreement without penalty to lender or the state of Texas.

译文：贷方有权终止或取消本合同，贷方或德克萨斯州无需承担任何罚金。

该句中“terminate or cancel”成对出现，表示合同“终止或取消”，体现出了暂停执行合同的不同方式。

再如，第二十八条第一句话，

(9) Borrower shall comply with all laws, regulations, requirements and guidelines applicable to a borrower.

译文：借方应遵守所有适用法律法规及各项要求。

该句中“law, regulation, requirement”都是表示各项法律法规，但各有所侧重，原文中将三种规定都列举出来使合同陈述更加严谨，所以翻译为“法律法规各项要求”。

此外，第十五条中第一句话中出现了“amendment, modification or alteration”三个词，都表示“改动”，但是这三个词的“变动”程度是有区别的，“amendment”是“修改”，“改动”的程度较大，而“modification”和“alteration”是“微调”，内涵有所区别，所以中文翻译为“修改或变更”。

词语的正确理解及其翻译在合同翻译中有着举足轻重的作用，直接决定着翻译的质量，英语合同文本用词有其自身的特点，不同的词发挥不同的作用，因此翻译时要考虑各方面因素，慎重选词。

3.3句子的翻译

在正确理解词语的基础上，通顺连贯的句子有助于完整的传达文意。合同英语语言简练，用结构紧凑的句子传达语意丰富的内容，通过各种衔接手段组织句子。为了将各方的权利和义务在有限的条款中完整、明确地体现，原文中大量使用复合句、被动句、无主句等句式，确保了合同句子结构的严谨性及文意的严密、细致。由于英汉两种语言思维、表达方式的不同，在翻译长句时，不能照句直译，

而是要在理解句意的基础上，仔细推敲，反复斟酌，采用分句、合句、调整语序等翻译技巧把语言组织得准确到位，连贯通顺，增强可读性。

3.3.1 复合句的翻译

合同英语中大量使用复合句，德克萨斯州贷款合同原文中大部分条款都使用复合句，一句话一气呵成构成一个段落或一个条款的现象比比皆是，因此在翻译时要适当的采用分句、合句等句子翻译技巧，以使句意明确，无误地传达原文意义。

根据句子结构，可简单地将英语句子分为简单句、并列句和复合句。复合句是英语句子结构中最经济的表达方式，由主句和从句复合而成，从句附属于主句，可分为定语从句，名词性从句和状语从句。因此，复合句的翻译是突破英语句子翻译的重点。下为举例分析：

(10) Borrower promises to pay Lender, at Lender's principal place of business in Austin, Texas, or at such other place as Lender may designate, the principal sum of _____ or such lesser amount as shall equal the aggregate amount disbursed to Borrower by Lender under the terms of this Agreement together with interest on the unpaid principal computed from the date of each disbursement to Borrower until the date repaid at the rate of two percent (2.00%) interest per annum.

译文：依据协议，贷款方承诺向借款方（位于德克萨斯州奥斯汀的总部，或由借款方指定的其他地址）支付_____的本金，如未能全额偿还，剩余部分将依据本合同自还款之日起至付款日每年收取2.00%的利息。

该句一句话即构成了一段话，句子很长，但是结构清晰，其中主语为“borrower”，谓语动词“promise”，翻译时并未按照原句的结构一一对应，而是先把“under the terms of this agreement”放在句首，翻译为“依据协议”，然后再讲主语翻译出来。原句中支付地点“Lender's principal place of business in Austin,

Texas, or at such other place as Lender may designate”作为插入语放在 lender 之后，但是若按照同样的顺序翻译，译文可读性较低，因此此处采用了括号补充说明的方式，将必要信息翻译出来，这样既不遗漏信息，也增强了句子的连贯性。

(11) In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Texas Government Code, the state auditor may conduct an audit investigation of the Borrower or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract which is under this Agreement.

译文：除了但不限于本合同规定的其他审计条款，依据德克萨斯州法规第 2262.003 部分规定，州审计官有权对借方进行审计或调查，或者对本合同中直接从本州贷款的团体或者个人进行审计或者调查，或者是对本合同下其他承包商进行调查。

本句使用了“in addition to”“without limitation on”“pursuant to”几处介词短语结构增添了句子的附加信息，主语是“the state auditor”，句子最后嵌套了一个定语从句，翻译时需要注意的是“person receiving funds from the state directly”，此处动名词短语用于修饰“person”，将其翻译成定语修饰“person(个人)”，定语长度适中，因此是可以接受的。

(12) Promptly upon completion of the Project, Borrower shall prepare and submit to Lender such periodic reports and information, in the form provided by Lender, on the energy use of the building or facility in which the Project is located and the changes in energy consumption resulting from the Project and the cost savings resulting from such changes.

译文：一旦工程完工，借方应按照贷方规定的形式准备并向贷方提供阶段性报告，报告项目所在建筑或设备的能源使用情况、项目所致能源节约情况以及所节约资金情况。

本句的翻译时调整了语序，将“in the form provided by Lender”这一介词短语提前，使语句通顺连贯，符合逻辑。“on”引导的介词短语是关于“报告”的内容，但若翻译为关于“项目所在建筑或设备的能源使用情况、项目所致能源节约情况以及所节约资金情况的报告”，则定语过长，不符合汉语的表达习惯，所以采用了词类转换的方法将名词“report”翻译成动词。句中 facility 后用“in which”引导定语从句，就直接翻译成定语，表达仍然流畅。

(13) Borrower shall maintain the Project in good working order and shall ensure that adequate personnel are fully instructed in the proper use and care of the Project.

译文：借方应保证工程有序稳步推进，保证工程工作人员充分调遣以合理执行项目。

本句虽为复合句，但句式结构简单，“and”连接两个并列句，第二个句子中又使用了一个宾语从句。翻译“maintain the project in good order”一句时，将介词短语翻译成动词词组，更加流畅自然。宾语从句中使用的是被动语态，将被动翻译成主动，即转换了语态。

(14) If Borrower fails to cure the default, Lender shall be released from all of its obligations under this Agreement and shall have the right to declare the Loan in default and all amounts loaned to Borrower under this Agreement and earned interest shall become immediately due.

译文：若借方未能改正过错，贷方可以停止履行本合同所述义务，并有权宣布借方违约，宣布贷款及赚取的利息立即到期。

本句为条件状语从句，从句中“fails to cure the default”，翻译时采用“正话反说”的方法，虽然句式结构上为肯定，但翻译成否定的意思，即“未能改正过错”。主句叙述的是贷方的权利，动词“declare”的宾语补足语是“due”，可以按照与原文一致的语序，翻译为“宣布……到期”。

(15) In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions,

covenants, and conditions of this Agreement shall remain in force and effect, and shall in no way be affected, impaired, or invalidated.

译文：若发现本合同任何条款无效或无法执行，剩余其他条款、契约或其他条件仍保持效力，不受无效条款影响，不因此失效。

该句中“in the event”充当连词，表示“在……条件下”，但是出于语句通顺的考虑，将其翻译成“若……”。主句结构简单，按照原文主谓语序翻译即可。

(16) The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Lender under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppels.

译文：借方未执行或延迟执行特权、权利、辩护、赔偿及豁免的权利时，并不意味着放弃此类权利或者将其视为禁止反言的前提。

本句的句式结构不复杂，就是用“or”连接起来的两个并列句，但该句主语很长，从“the”到“applicable law”之间都是主语，翻译时并未改变主谓的语序，但是将主语翻译成一句话，即条件时间状语从句，后面“a waiver of”这一名词性词组采用转换词性的方法，翻译成动词短语，这样就使整句话意思连贯而又流畅。

(17) Borrower certifies that it holds a permit issued by the Comptroller of Public Accounts to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

译文：借方保证其拥有公共账户审计长授权的许可，允许其收取或者减免州或当地政府的销售款项，允许其使用到期税款，使用德克萨斯州境内私人或者公共业务的欠款。借方保证不向州或政府管辖的销售单位出售有形私人资产或服务。

本句句子很长，有两个宾语从句，这两个宾语从句中又分别有一个“that”引导的定语从句，在翻译时必须使用拆分句子的方法，将原句拆开来翻译，所以译文将原文的一句话翻译成了两个句子。此外，翻译时在语序上也做出了调整，“a permit issued by the Comptroller of Public Accounts”一句中将“the Comptroller of Public Accounts”提前，译为“公共账户审计长授权的许可”；还有“owing as a result of the individual’s or entity’s business in Texas”一句，翻译成“德克萨斯州境内私人或者公共业务的欠款”。

(18) Borrower certifies that neither Borrower nor any of its employees, agents, or representatives has been convicted of a felony criminal offense, or that if such conviction has occurred or occurs during the term of this Agreement, Borrower shall immediately fully advise Lender as to the facts and circumstances.

译文：借方保证其本人及其雇员、机构或代理人无重罪犯，如确有重罪或在合同执行期内犯罪，借方应立即通知贷方事实情况。

本句中含有两个宾语从句，而第二个宾语从句又有一个 if 引导的条件状语从句，句式结构较复杂，但是在翻译时，应注意条理清晰，注意前后逻辑性，把原句的意思表达清晰。另外，“has been convicted of a felony criminal offense”是一个动词短语，在翻译时采用“词性转换”的技巧，将动词词组翻译成名词“重罪犯”，使得语言表述更加合理。

(19) Borrower represents and warrants that Borrower has no actual or potential conflicts of interest in entering into this Agreement with Lender and that Borrower’s receipt of disbursements under this Agreement would not reasonably create an appearance of impropriety.

译文：借方声明并保证与贷方签署合同时并无事实上的或潜在的利益冲突，保证借方在收受合同中付款时不会构成任何不当行为。

本句由“and”连接的两个宾语从句构成，第二个“that”前省略了“represent and warrant”，因此翻译成两句话。前半句“Borrower has no actual or potential conflicts of interest in entering into this Agreement with Lender”在翻译时需要调整

语序，即将“entering into this Agreement with Lender”翻译在“actual or potential conflicts of interest”前面，变成“方签署合同时并无事实上的或潜在的利益冲突”。适当的语序调整使得译文更加通顺，可读性增强。

(20) Borrower represents and warrants that neither Borrower nor any firm, corporation, partnership, or institution represented by Borrower, nor anyone acting for such firm, corporation, partnership, or institution, has violated Texas anti-trust laws or federal antitrust laws.

译文：借方声明并保证借方或任何代表借方的公司、合作伙伴、机构或者任何代表借方的公司、企业、合作伙伴、机构的工作人员，未违反德克萨斯州反垄断法或联邦反垄断法。

本句句子较长，主句中又嵌套了一个宾语从句，宾语从句的主语很长，分别这些主语分别指代不同的人员和机构，也体现了合同英语的精确性和严谨性，因此在翻译时需要将这些名词全部翻译出来，不能省略。其次，该句中使用了“neither...nor”的结构，宾语从句的谓语动词使用的是“have”，即动词的肯定形式，但在翻译时采用“正说反译”的方法，把“have violated”翻译成“未违反”，这样更加符合中文的表达习惯。

3.3.2 被动句的翻译

英语的两种语态中，主动语态表示主语是动作的执行者，与此相反，被动语态表示主语是动作的承受者，强调被动动作，突出动作的承受者，在不必说出动作执行者或执行者模糊不清时或者对有关事项作客观描述、规定等情况下使用。英语合同文本因内容与形式上的特点，在句法结构上多采用被动语态。合同因其法律效力的存在，因此客观、严谨、准确，过多使用第一或第二人称会表现出主观性及随意性，有失法律的威严，所以合同英语中多使用被动语态，避免主观臆断性，所以在翻译时多采用转译法，即将英文被动语态转换成汉语的主动语态，灵活处理，使得翻译既流畅自然，准确贴切，又客观严谨。具体例句如下：

(21) Request for disbursement shall be made on a form or voucher approved by Lender and the State of Texas, supported by bills, statements or

invoices for the goods or services to be paid with the Loan installment and such other documentation that in Lender's sole discretion allows for full substantiation of the costs incurred by Borrower.

译文：任何还款请求需以表格或凭证形式递交，由借款方或者德克萨斯州批准，并提供相关货物及服务开支的账单、报表及发票，以及借款方认可的其他开支的各类证明文件。

本句话含有多处被动语态现象，翻译时采用的方法是将英语的被动语态翻译成汉语的主动语态，第一处“be made on a form or voucher”翻译时用动词“以”表达方式，第二处“approved by”翻译成“由……批准”，第三处“supported by”翻译成“提供”，这样既无需添加主语，又能连贯流畅地传达原文意义。

(22) Any amendment, modification or alteration of the terms of this Agreement shall be in writing and executed by both parties.

译文：修正、修改及变更本合同条款应由双方书面确认并执行。

该句句式简单，处理的方法是将被动语态翻译成主动语态，并且将动作的执行者“双方”翻译出来，因为原句中有“by”一词，所以存在动作的执行者，之所以原句采用被动语态是因为需要强调“amendment, modification or alteration (修改或变更)”这一动作。

(23) Any interest in excess of that maximum amount shall be credited on the principal of the Loan or, if that has been paid, refunded.

译文：该合同贷款利息不得超过法律规定的最大金额，超出最大限额的利息应算入本金部分，已支付的超出部分应退还。

此句中的第一处被动语态“shall be credited on the principal of the Loan”翻译为“应算入本金部分”，字面上无明显的被动语态标志，但是“算入”二字的含义为“利息被算入本金”，因此可以理解为此处的处理是将英语的被动语态翻译为汉语的被动语态。第二处“if that has been paid”，该处是将英语的被动语态翻译成汉语的主动语态。

(24) To initiate the process, borrower shall submit written notice, as

required by chapter 2260, to the deputy comptroller or his or her designee.Said notice shall also be given to all other representatives of lender and borrower otherwise entitled to notice under this agreement.

译文：根据第 2260 章规定，按照程序，借方应向副审计长或其指定人员提交书面通知。通知还应提交本合同授权的其他贷方、借方代表。

本句中第一处被动语态为“as required by chapter 2260”，这种表达方式非常常见，翻译也不难，所以将之置于句首，翻译成“根据第 2260 章规定”；第二处被动语态为“Said notice shall also be given to”，此处翻译为“通知还应提交”，其中“提交”一词化被动为主动，能够表达原文的意思。

3. 4 篇章的翻译

篇章翻译建立在词语翻译和句子翻译的基础上，需要融会贯通，使译文在文体、语言风格、专业术语等方面保持一致，要做到这一点，译者必须充分理解原文风格，深入解读原文，在理解的基础上开展翻译活动，并且使译文风格与原文一致，产生同样的表达效果。

本实践报告共翻译了四十六条条款这些条款表面上似乎独立存在，但是每条所规定的权利义务内容在意义上确是层层递进，在翻译时应注意该关联，前后文相互照应。例如，第一条“parties”，即规定了合同双方，毫无疑问这是合同最基础的组成部分，所以在翻译该条时可采取直译的方法，一一对应直接翻译出该条款中叙述的基本信息。第二条“loan of funds”，在规定了合同履行方之后，合同规定了借款金额，第三条“authority”明确叙述了合同双方的权力，第四条“payment”和第五条“disbursement”规定了贷款支付和还款的要求，这应属于双方的义务。从以上分析可以看出，各条款的关系密切，在逻辑上层层递进，所以在翻译时应当注意各条款并非孤立存在，而应上下文综合考虑，注意前后术语的一致性，使用衔接手段，遵循译入语表达习惯，使译文表达流畅自然。

德克萨斯州贷款合同按条款叙述，但是逻辑缜密，层层递进，翻译时需要注意其篇章的一致性，在文体、语言风格、专业术语等方面达到统一，体现整个法律文件的正规性，使译文“滴水不漏”。

第四章 结语

本翻译实践报告以英文文本 *The Loan Contract of Texas State Energy Conservation Office* 的翻译为案例，通过对翻译的理解、表达、校对三大阶段的剖析，论证了翻译过程中所使用的一些翻译技巧，如词语的增减、词性转换、分句法、合句法等。整体上，强调合同翻译的准确性及严谨性，语言表达上要保证全文的前后一致性和逻辑性。本次翻译实践使译者深深体会到合同翻译工作的严谨性，译者必须了解每个文本的风格、特点、背景、主要内容、客户要求和翻译原则，明确合同的翻译标准，结合自身的语言知识和基本专业背景，深刻理解原文，翻译表达要精益求精，努力提高翻译的质量。

英语合同的翻译，译者应了解一定的法律和经济知识，在对原文的形成理性认识的基础上，明确翻译的要求与标准，制定对应的翻译策略，要遵循合同翻译的“合法”前提与“求信”标准，同时又要灵活变通，具体问题具体分析，将原文自然通畅地转化为译文，要千方百计保证翻译质量，满足客户读者的需求。

合同英语在词汇和句法方面具有不同于其他文体的语言特点。词汇方面，大量使用情态动词、古体词、成对词，针对该特点，可以采用直译、意译等方法，准确是最基本的要求，在此基础上要追求贴切、恰当；句子方面，大量使用复合句，句子较长，句式结构复杂，句中频见被动语态现象，因此译前需要分析句子结构，明确句意，翻译时可以采用分局法、合句法、词类转换法、语序调整等方法，灵活恰当地运用这些技巧，从而保证句子的连贯性和可读性。此外，翻译过程中需注意语篇的整体风格，保持全文翻译的前后连贯性，注重译文表达的衔接关系，使译文符合译入语的表达习惯和规范。

通过翻译实践得出，英语合同翻译应注意以下几个问题：

(1) 认真严谨的工作态度。合同文本具有法律效力，严格规定了合同各方的权利和义务，译本质量的高低直接影响合同的履行，因此，译员着手翻译之前，应端正态度，明确工作的重要性，避免翻译工作中的疏漏和差错，保证翻译质量。

(2) 遵循合同翻译的“合法”前提和“求信”标准。合同的作用、合同的合法原则和合同的语言特点要求在翻译的过程中必须以“合法”为前提，以“求信”

为标准。所谓“合法”，就是依法理解合同内容，保证合同符合各项法律法规，语言表达不能出现违反法律法规的现象。所谓“求信”，即要求翻译要忠实于原文的内容、意图，严谨、准确、规范地表达原文意义。

(3) 注重语言表达，增强译文的可读性。为了使译文准确、精炼、规范、恰当，译者要深刻理解英语合同的问题特点，熟悉合同语中的常用结构和表达方式，如名词化表达、被动结构、大量使用情态动词和复杂成句等。针对这些特点，灵活运用翻译技巧，如词性转换、分句、合句、调整语序等方法，根据原文的具体情况，选择不同的翻译技巧。译者要不断提高自己的语言表达水平，从而在翻译时，使译文文理通顺、表达准确到位。

(4) 译文要反复修改，不断改进。译文完成后，要反复进行校对，在避免漏译、错译的基础上，要字斟句酌，反复推敲，提高译文质量。

不可否认，本实践报告不可避免地存在局限性：

(1) 由于时间和精力有限，本实践报告基于单一的英语合同文本进行案例分析，不能代表所有合同英语文本的特点，所涉及的翻译方法和技巧亦有局限性。

(2) 本文基本采用定性分析法，很少使用统计方法分析文本特点和句子结构出现的频率，没有进行定量分析。

(3) 受翻译实践经验不足和个人语言水平的影响，译文语言表达尚不够精炼，翻译中所使用的技巧主观性较强，因此必定存在疏漏和不足。

鉴于以上不足，今后进一步研究的方面为：

(1) 采用演绎、归纳、定性和定量等基本的研究方法，论证多个同类项目的翻译原则、翻译策略，并详细说明其原因。

(2) 从两种语言的特点和惯用法的视角，分析众多实例，充分论证变通手段或翻译技巧应用于合同翻译的必要性和有效性。

(3) 根据原文和译文的特点，按照公认标准，采用多元研究方法，客观评估译文质量。

笔者认为在今后的翻译工作中，要广泛搜集翻译素材，不断开展翻译实践，积累翻译经验，为翻译研究打下基础。同时，提高英汉两种语言表达能力，增强译文的一致性和连贯性，不断提高翻译质量。

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附录

LOAN AGREEMENT

This document would be executed if a loan award is made.

**NOTE - Items in red would be completed by the
Comptroller's office upon agreement execution.**

**COMPTROLLER OF PUBLIC ACCOUNTS STATE
ENERGY CONSERVATION OFFICE**

**LBJ State Office Building 111 East 17th Street, Room 1114
AUSTIN, TEXAS**

78774-0100

STATE OF TEXAS COUNTY OF TRAVIS

*** STATE ENERGY CONSERVATION OFFICE LOAN
AGREEMENT**

1. Parties.

This Loan Agreement (hereinafter, "Agreement") is made and entered into by the following parties:

Lender: Comptroller of Public Accounts State Energy Conservation Office

LBJ State Office Building 111 East 17th Street, Room 1114 Austin, Texas
78774-0100

Borrower:

1. 双方

以下双方达成并签署该贷款合同（下称“合同”）：

贷方：美国国家节约能源办公室财政审计长

地址：美国德克萨斯州奥斯汀市东 17 大街 111 号 LBJ 州立办公室大厦 1114 室

借方：（略）

2. Loan of Funds

Subject to the terms, covenants and conditions contained in this Agreement, Lender shall loan to Borrower a maximum of «TempLoan_SpellAmount» («TempLoan_Amount») (hereinafter, "Loan"). Borrower shall expend all funds received from Lender pursuant to this Agreement only for the purpose of completion of the project (hereinafter, "Project") described in the Loan Approval Statement (Attachment A) and Engineering Report, and Borrower's Loan Application. Attachment A is attached to and incorporated as part of this Agreement for all

purposes. The Project shall be completed on or before «TempLoan_ConstrComplDate» ("Project Completion Date"). Lender reserves the right, in its sole discretion, to approve an extension requested by Borrower to extend the Project Completion Date for the Project; the Project Completion Date may be extended only on Lender's prior written approval as provided in Section 4 of this Agreement.

2. 贷款金额

按照本合同条款约定及合同列出的条件，贷方向借方发放_____贷款。借方应严格按照贷款批准声明（附件A）、项目（下称“项目”）报告及借款申请中相关条例支配款项。附件A为本合同组成部分，附在合同中。工程应在2013年7月12日或之前完成。贷方完全保留批准借方申请延长工期请求的权利。未经贷方书面批准不得延长工期，见合同第四部分

3. Authority

The Loan is authorized pursuant to: (1) the LoanSTAR Revolving Loan Program of the Texas State Energy Plan (SEP) in accordance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.) as amended by the Energy Conservation and Production Act (42 U.S.C. 6326, et seq.); (2) Chapters 403, 447, and 2305 of the Texas Government Code; (3) the American Recovery & Reinvestment Act of 2009, PL 111-5 (ARRA); (4) 42 U.S.C. §§ 6321, et seq, and 10 CFR Parts 420 and 600; (5) the Oil Overcharge Restitutionary Act, Chapter 2305, Texas Government Code; and (6) Title 34, Texas Administrative Code, Chapter 19, Subchapter D, as amended, Loan Program for Building Energy Retrofits Projects (BERPA).

3. 权力

该合同遵循以下依据：(1) 《德克萨斯州能源计划（SEP）LoanSTAR 循环贷款项

目》，该项目依照《能源政策与节约法案》(42 U.S.C 6321，以及下列各条)执行，根据《能源节约与生产法案》(42 U.S.C 6321，以及下列各条)修改。(2)《德克萨斯州政府法规》第 403 章，407 章以及 2305 章。(3) 2009 年《美国复苏与再投资法案》，PL111-5 (ARRA)。(4) 42 U.S.C. 6321 以及下列各条，10 美国联邦法规 420 以及 600。(5)《德克萨斯州法规第 2305 章》石油过载恢复法案。(6) 已修改的《德克萨斯州行政法规》D 分章，第十九章，第三十四款，《能源工程改造项目贷款》。

4.Payments

Borrower promises to pay Lender, at Lender's principal place of business in Austin, Texas, or at such other place as Lender may designate, the principal sum of «TempLoan_SpellAmount» («TempLoan_Amount») or such lesser amount as shall equal the aggregate amount disbursed to Borrower by Lender under the terms of this Agreement together with interest on the unpaid principal computed from the date of each disbursement to Borrower until the date repaid at the rate of two percent (2.00%) interest per annum; however, Borrower's interest rates may be adjusted as per Section 4 of this Agreement. Borrower shall repay the Loan in accordance with the terms specified in the Loan Payment Schedule.

4.支付

依据协议，贷款方承诺向借款方（位于德克萨斯州奥斯汀的总部，或其他由借款方指定的地址）支付_____的本金，如未能全额偿还，剩余部分将依据本合同自还款之日起至付款日每年收取 2.00%的利息。还款利率可依据合同第四部分调整。贷款方应依据还款期限偿还贷款。

5. Disbursements.

The Loan shall be disbursed in installments, no more frequently than monthly, following presentation by Borrower to Lender of requests for disbursement to pay the costs of goods purchased and services performed. Each request for disbursement shall be made on a form or voucher approved by Lender and the State of Texas, supported by bills, statements or invoices for the goods or services to be paid with the Loan installment and such other documentation that in Lender's sole discretion allows for full substantiation of the costs incurred by Borrower. Borrower's requests for disbursement shall be made to and received by Lender not later than sixty days (60) after Borrower pays for or authorizes payment for the goods and services, and Lender shall have no obligation to make disbursements for the costs of goods and services if Borrower fails to comply with this requirement. Notwithstanding any other provision of this Agreement or any other document to the contrary, the total of all installments disbursed by Lender to Borrower shall not exceed the amount of the Loan set forth in Paragraph 2 of this Agreement.

5. 还款

贷款按月分期返还，还款频率不高于每月一次，借款方提出还款要求以支付货物及服务各类开支。还款请求以表格或凭证形式递交，由借款方或者德克萨斯州批准，并提供相关货物及服务开支的账单、报表及发票，以及借款方其他开支的各类证明文件。借款方应在支付或授权支付贷款 60 日内提出还款请求，并由贷款方确认。若贷款方未能履行该要求，借款方不承担货物及服务费用。即使存在与本合同其他条款或其他与本条相冲突的文件，贷方向借款方分期支付的总额不得超过本合同第二节设定的贷款总额。

6. Contingency

Lender's performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Lender of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to

immediate termination or cancellation without penalty to Lender or the State of Texas, subject to such availability and receipt of these funds. In addition, Lender is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature. If Lender becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render Lender's performance under this Agreement impossible or unnecessary, Lender may terminate or cancel this Agreement without penalty to Lender or the State of Texas. In the event of a termination or cancellation under this Section, Lender shall not be required to give notice and shall not be liable for any damages, losses or any other amounts caused or associated with such termination or cancellation.

6. 意外情况

贷方义务的履行以贷方获得该合同指定的足额款项为前提。借方获得贷款后，本合同一旦终止或者取消不向贷方或德克萨斯州追收罚金。此外，贷方为州立机构，其权力及款项使用隶属于州议会。如贷方遇到立法变更、法律撤销或资金缺乏等情况，该合同规定的贷方义务则失效，贷方有权终止或取消本合同，贷方或德克萨斯州无需承担任何罚金。本条款所述条件下终止或取消合同，贷方无需告知他方，无需承担任何因终止或取消合同产生的损失。

7. **Accounts; Audits.**

If requested by Lender, Borrower shall deposit disbursements of the Loan into an account with an institution the deposits of which are insured by the federal government. Borrower shall establish on its books of account an account specifically for the Loan and maintain the same until the Loan is fully repaid. Such account shall accurately and fully show all deposits attributable to disbursements of the Loan and all expenditures of the Loan. Upon Lender's request, Borrower shall promptly acquire and submit to an independent audit of such account and all funds received from Lender. All costs related to Borrower's compliance with this Section shall be borne solely by Borrower. In addition to and without limitation on the other audit provisions

of this Agreement, pursuant to Section 2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the Borrower or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Borrower or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Consultant or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by the Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the state auditor on September 5, 2003, in addition to the above, (1) the Borrower understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds; (2) the Borrower further agrees to cooperate fully with the state auditor in the conduct of the audit or investigation, including providing all records requested; (3) the Borrower shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Borrower and the requirement to cooperate is included in any subcontract it awards; and (4) the state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Borrower relating to this Agreement.

7. 账户； 审计

如贷方要求，借方应将还款存入机构账户，定金由联邦账户担保。借方应在账簿上建立该贷款专用账户，并保持不变直至贷款完全还清。该账户应明确详细记录该贷款所有支付定金及开支。应贷方要求，借方应立即建立并将从贷方处所贷款存入该账户，并单独审计。符合本部分规定的与借方相关的费用，完全由借方承

担。除了本合同规定的审计条款，依据德克萨斯州法规第 2262.003 部分，州审计官有权对借方进行审计或调查，或者对本合同中直接从本州贷款的团体或者个人进行审计或者调查，或者是对本合同下其他分包合同进行调查。借方或者本合同下其他团体或个人，或者本合同的分包合同中的团体或个人一旦接受了贷款，则视为接受州审计官的权威，在州立法审计委员会的职权范围内，对本贷款相关方面进行审计或调查。州立法审计委员会行使职权时，待审计人员或者团体应向审计官提供其认为与审计项目相关的信息。为了使本合同与第 2262.003 部分执行的相关规定和程序保持一致，审计官有权单方面修改本合同。除以上条款外，依据州审计官 2003 年 9 月 5 日提出的规定：（1）借方知晓，接受了本合同的贷款，则视为接受认可审计官的权威，允许其对贷款使用情况进行审计或调查。（2）借方还应同意全力配合审计官做好审计及调查工作，包括提供相关所需记录。（3）借方应保证分包商知晓审计官审计贷款的权力，以及分包商有义务配合审计官开展审计。（4）审计官在任何时间有权检查、审计、引用、转录与本合同相关的账簿、文件及记录。

8. Inspections.

Borrower shall provide Lender, its authorized employees, agents and representatives, and authorized State of Texas and federal employees, agents and representatives, with access to the Project site and Project records. Borrower shall permit such persons to make physical inspections of the Project and Project records at reasonable times before work on the Project commences, during the construction, installation, and implementation of the Project, and after work on the Project is completed. Borrower shall permit such persons to make final physical inspections of the Project and Project records to verify the Project's completion in accordance with this Agreement and other State of Texas requirements. Lender may withhold from disbursement to Borrower ten percent (10%) of the amount of the Loan pending Lender's final inspection. Lender shall make every reasonable effort to conduct the final inspection within thirty (30) days of the Project Completion Date; however, Lender reserves the

right, in its sole discretion, to extend the date for final inspection or to waive the final inspection.

8. 检查

借方应允许贷方及其合法雇员、机构、代表以及德克萨斯州和联邦雇员、机构及代表参观工程现场及查阅工程记录。借方应允许上述人员在工程开始之前、建造、安装、执行以及完工后，以合理的频率检查项目及项目记录。借方应允许上述人员对项目进行最终检查并检查项目记录，确保项目按合同及州立法规要求完成。贷方可扣留贷款金额的 10%，至项目完工发放。贷方应尽力在项目完工三十日内完成项目检查，但贷方保留推迟检查日期的权力或者放弃最终验收。

9. Project Specifics.

On Site Construction Monitoring. Borrower shall provide access to Lender, its authorized employees, agents and representatives, and authorized State of Texas and federal employees, agents and representatives, to the project site and project documentation, at the fifty percent (50%) and one hundred percent completion (100%) periods. Such authorized persons may monitor project construction and review and audit financial documents and project records. Lender reserves the right, in its sole discretion, to limit such construction monitoring to one site visit to reduce costs on smaller projects. Lender shall make reasonable efforts to coordinate site visits with Borrower; however, Lender and other authorized persons reserve the right to make unscheduled visits for any of the purposes described in this Agreement.

9. 工程细节

现场建设监控。借方应允许贷方及其合法雇员、机构、代表以及德克萨斯州和联邦雇员、机构及代表在工程过半及完工时参观工程现场并检阅工程文件。上述人员有权监控工程建设，检阅、审计财务报表及项目文件。贷方保留仅到现场检查一次的权利，以降低工程开支。贷方应与借方配合协调现场检查事宜。借方及其他授权人员出于本合同所述目的，有权随机参观现场。

10. Access to Records.

Borrower shall make available to and permit Lender, its authorized employees, agents and representatives, and authorized State of Texas and federal employees, agents, and representatives to inspect any and all books, reports, documents, files, workpapers, work products, receipts, documentation, applications, data, accounts, or any other information or items pertaining to the Loan Application, the Project, the Loan or this Agreement, regardless of media ("Records"). Borrower shall in each of its contracts with a supplier of goods and services for the Project provide the same rights of access and inspection with respect to the Project and Records in the possession of the supplier. In addition, Lender reserves the right, in its sole discretion, to make copies of, reproduce, distribute, monitor and inspect all Records to comply with requirements of the United States Department of Energy, the Texas Legislature, federal and state courts, and to publicly demonstrate the energy savings achieved by the Project.

10. 档案检查

借方应允许贷方及其合法雇员、机构、代表以及德克萨斯州和联邦雇员、机构及代表检阅工程账簿、报告、文件、作业报告、工作成果、收据、证明文件、申请、数据及账户，或其他与贷款申请、项目、贷款或合同相关的信息，无论采用何种媒介（记录）。借方应在合同中注明，允许货品或服务提供商检阅与项目相关的文件。此外，贷方保留复制、分发、掌控及检查项目文件的权利，以符合美国能源部、德克萨斯州法律、联邦及州法庭的规定，保留公开项目节约能源的权利。

11. ARRA Reporting Requirements

Borrower shall promptly prepare and submit such reports as may be requested by Lender and information, in the form provided by Lender, regarding the status of the Project prior to completion of the Project. Promptly upon completion of the Project, Borrower shall prepare and submit to Lender such periodic reports and information, in the form provided by Lender, on the energy use of the building or facility in which the

Project is located and the changes in energy consumption resulting from the Project and the cost savings resulting from such changes.

Sub-recipient Reporting. The Borrower/Prime Recipient shall require that the sub-recipient with whom it sub-contracts or sub-grants, submit monthly Use of Funds Reports to the Borrower/Prime Recipient containing the data elements described in Section 1512(c) of the Act. In compliance with this requirement, the Borrower/Prime Recipient and its sub-Borrowers and sub-contractors shall provide the reports as set forth in Attachment G attached hereto and incorporated herein. These reports shall be due on or before the 25th day of each month, with the first report due to the Borrower/Prime Recipient on or before the 25th day of each month of this Agreement. Failure to submit a Monthly Progress Report may be grounds for termination of the Agreement. Borrower shall submit performance reports as required by Attachment J, attached to and incorporated in this Agreement.

Sub-recipient Assurance. Sub-recipients and Sub-Borrowers shall require any individual, organization, or other entity with whom it subcontracts, sub-grants, or enters into any other contractual relationship involving the transfer or payment of recovery funds originally received from the Borrower/Prime Recipient to submit monthly Use of Funds Reports described in Section 1512(c) of the Act to the Sub-recipient containing the data elements described above. To this end, the Sub-recipient shall be required to sign a written assurance form. This condition shall be met monthly on or before the 25th day of each month. Compliance with this condition is defined as the submission of an accurate and completed report to the Sub-recipient.

11. 复苏与投资法案报告要求

借方应应贷方及信息需求，按照贷方提供的方式在项目结束之前，及时准备并提交项目情况报告。项目完成后，借方应按照贷方提供的方式，准备并向贷方提交周期性报告，报告项目所在地建筑和设备能源使用情况，以及该项目导致的能源消耗、开支变化情况。

次级贷款使用者报告。借方/贷款使用者应要求下一级贷款使用者即合同分包

方，每月提交资金使用情况报告，并在报告中说明法案第 1512 部分要求报告的数据。借方/初级贷款使用者、次级贷款使用者以及合同分包商应提供报告，按照要求附在附件 G 中。此类报告应在每月 25 日之前完成，以借方/初级贷款使用者每月 25 日之前提供的报告为准。按月未能提交工程进度报告视为合同终止。借方应按照附件 J 的要求，提供项目情况报告，附在该合同中。

次级贷款使用者担保。次级贷款使用者或次级借方应要求其合同分包个人、团体、其他机构或者任何与借方、初级贷款使用者有资金使用分包关系的机构，按照第 1512 (c) 部分所述提交包含上述数据信息的报告。为达到此目的，次级贷款使用者应按要求签署书面担保书。该条件应在每月 25 日或者 25 日之前执行完毕。向次级贷款使用者提供准确、完整的报告视为遵守该条款。

12. Retention.

Borrower shall maintain all Records supporting its Loan Application until the Loan is fully repaid and for a period of four (4) years thereafter and shall maintain copies of all Records under this Agreement for a period of four (4) years after the date of submission; however, if at the conclusion of any audit of Borrower or audit of such Records, Lender determines that specific Records are no longer required to be maintained, Lender shall advise Borrower in writing and the obligation imposed on Borrower by this Section shall be terminated with respect to such specific Records only.

12. 保留

借方应在贷款完全还清及之后的四年，保存所有支持贷款申请的文件，自贷款申请提交后四年，保存贷款申请文件复印件。在完成对借方的审计或者此类文件的审计之后，如贷方认为无需再保存相关详细记录，贷方应书面通知借方，该部分所述借方义务也随之终止。

13. Borrower's Covenants

Borrower represents and warrants that:

- a) Borrower has full power and authority to enter into this Agreement and this Agreement has been duly and validly authorized, executed and delivered by Borrower.
- b) This Agreement does not violate any limitation on the indebtedness of Borrower imposed by any statute, ordinance, charter, bylaw, or other agreement or instrument applicable to Borrower and this Agreement will not be rescinded at any time by any action of Borrower.
- c) Borrower has, or will have prior to commencing work on the Project, obtained all necessary federal, state and local licenses, permits and approvals required to construct, install, implement and operate the Project and shall comply with all federal, state and local laws, codes, rules and regulations applicable to the Project.
- d) Borrower shall maintain the Project in good working order and shall ensure that adequate personnel are fully instructed in the proper use and care of the Project.
- e) If Borrower is a state agency, Borrower shall install metering and monitoring equipment and devices required to determine changes in energy consumption and the cost savings resulting from such changes. Borrower shall also prepare and submit quarterly reports to Lender documenting changes in energy consumption and the cost savings resulting from such changes.
- f) Borrower shall annually budget an amount sufficient to make all payments due and payable under this Agreement.

13.借方契约

借方代表并保证：

- a). 借方有权达成本合同，本合同由借方授权、执行并递送。
- b). 本合同不违反有关借方负债的任何法规、法规、特许、细则或其他适用于借方的协议，本合同任何时候不因借方的任何行为而终止。

c). 借方已经获得，或者在工程开始之前即将获得联邦、州和当地政府对工程项目的许可，允许其建造、安装并对项目进行操作。借方应遵守联邦、州以及当地政府关于工程项目的法律法规。

d). 借方应保证工程有序、稳步推进，保证工程工作人员充分调遣以合理执行项目。

e). 若借方为州立机构，借方应安装监测能源消耗变化情况所必要的测量、监测设备，以及监测能源变化所节约的设备。借方也应准备并向贷方提交季度报告，报告能源消耗变化情况及相关变化所致能源节约情况。

f). 借方每年应安排足够的预算以支付合同规定的应付开支。

14. Default.

The occurrence of any of the following shall constitute a default by Borrower:

a) The failure of Borrower to make a payment due and payable under this Agreement within the time specified in this Agreement.

b) The failure of Borrower to comply with any provision of this Agreement.

c) The expenditure of Loan funds by Borrower for purposes other than the implementation of the Project as provided in this Agreement.

d) Borrower's entry into any agreement whereby any person, corporation, business, or similar entity, other than Borrower, benefits directly or indirectly from utility savings resulting from the Loan or this Agreement, without the Lender's prior written approval, until such time as the Loan is repaid in full as determined by Lender.

e) Without the prior written consent of Lender, the sale, transfer or other disposition by Borrower of any equipment or material constituting part of the Project, all or any part of the cost of which was paid with the Loan, or the sale, transfer or other disposition of, or the termination of the lease with respect to, the building or facility in which the Project is located, until such time as the Loan is repaid in full.

f) The expenditure of Loan funds by Borrower to reimburse itself for funds expended by Borrower on the Project prior to the effective date of the Loan and this Agreement.

g) The expenditure of Loan funds for the purpose of supplanting funds appropriated to the Borrower by the Texas Legislature.

In the event of Borrower's default, Lender shall notify Borrower of the default and Borrower shall have a reasonable opportunity, not to exceed twenty (20) days, to cure Borrower's default. If Borrower fails to cure the default, Lender shall be released from all of its obligations under this Agreement and shall have the right to declare the Loan in default and all amounts loaned to Borrower under this Agreement and earned interest shall become immediately due. Borrower waives all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protest, and notices of protest, to the extent permitted by law. Upon receipt of notice of default from Lender, Borrower shall cancel or otherwise terminate any contract, agreement or order relating to the Project and cease to incur any cost or expense relating to the Project.

If Borrower is a state agency, department or entity or an institution of higher education or junior college funded in whole or in part by the State of Texas and Borrower has failed to repay the Loan within ninety (90) days of Lender's declaration of default under this Section, Lender may notify the Office of the Governor, Legislative Budget Board and the Texas Higher Education Coordinating Board of Borrower's breach of this Agreement and the amount owing by Borrower under this Agreement and recommend to the Legislative Budget Board that Borrower's appropriation of funds for the next succeeding biennium be reduced by an amount equal to the total amount due under this Agreement.

If Borrower is a school district organized under the laws of the State of Texas and has failed to repay the Loan within ninety (90) days of Lender's declaration of default under this Section, Lender may notify the Texas Education Agency of Borrower's

breach of this Agreement and the amount owing by Borrower under this Agreement and recommend to the Texas Education Agency that funds to be allocated to Borrower by the Texas Education Agency for the next succeeding year be reduced by an amount equal to the total amount due under this Agreement.

14. 违约

出现下列任何情况即构成借方违约：

- a). 在合同规定日期内未能及时支付合同规定的款项；
- b). 借方未遵守本合同相关款项；
- c). 借方将贷款用于合同规定之外的其他用途；
- d). 未获得贷方书面允许，借方通过他人、公司、商业机构或者其他类似机构与他方签署合同，直接或间接通过本贷款或者本合同获利。截至贷方宣布贷款全部还清之前，该条款有效。
- e). 未经贷方书面允许，借方出售、转让或者以其他方式处理项目设备或者项目构成材料，一切开销由项目贷款支付。与项目所在建筑或设备相关的出售、转让、处置或者终止租赁行为。截至贷方宣布贷款全部还清之前，该条款有效。
- f). 借方将贷款资金用于偿还合同有效之前的工程开支；
- g). 州议会挪用项目资金供借方使用。

如借方出现过失，贷方应知会借方其过错，借方有权在二十日之内改正过错。若借方未能改正过错，贷方可以停止履行本合同所述义务，并有权宣布合同违约，宣布贷款及利息立即到期。在法律允许范围内，借方放弃付款要求，放弃付款提示，放弃加速到期意愿通知，放弃加速到期日通知，放弃抗议，放弃抗议通知。借方收到贷方发出的违约通知后，应当立即取消或终止与项目相关的合同、协议或订单，以避免项目产生的损失或开支。

如借方为州立机构，即由德克萨斯州全额或部分出资支持的部门、机构、高校或者大专院校，在收到贷方发出违约通知九十日内未能偿还贷款，贷方应知会州办公室、立法预算委员会及德克萨斯州高等教育联合委员会借方违约及所欠款项情况，并建议立法预算委员会随后两年对借方所拨款项数目与本合同所发贷款金额相等。

如借方是按照德克萨斯州法律建立的学校，在贷方宣布违约九十日内未能归还贷款，贷方应将借方违约行为及所欠款项告知德克萨斯州教育委员会，并建议州立教育委员会次年对借方所拨款项数目与本合同所发贷款金额相等。

15. Amendments.

Any amendment, modification or alteration of the terms of this Agreement shall be in writing and executed by both parties; however, Lender may unilaterally amend this Agreement as provided in Section 29. Oral agreements or understandings not incorporated into this Agreement shall not be binding on the parties.

15.修正

修正、修改及变更本合同条款应由双方说面确认并执行，但贷方有权依照第 29 部分规定单方面修改本合同。任何口头协议或解释不属于本合同内容，对双方没有约束力。

16. Severability.

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in force and effect, and shall in no way be affected, impaired, or invalidated.

16.可分割条款

若发现本合同任何条款无效或无法执行，剩余其他条款、契约或其他条件仍保持效力，不受无效条款影响，不因此失效。

17. Notices.

All notices required or permitted under this Agreement shall be in writing and delivered by registered or certified United States mail or by a recognized commercial courier or delivery service as follows:

If to Lender, to Comptroller of Public Accounts State Energy Conservation Office
LBJ State Office Building 111 East 17th Street, Room 1114 Austin, Texas
78774-0100

If to Borrower, to

17. 通知

本合同要求或批准的所有通知应以书面形式, 通过在美国境内登记注册的邮政机构送达, 或者由认可的商业快递人员或快递服务机构送达:

通知贷方:

美国国家节约能源办公室财政审计长

地址: 美国德克萨斯州奥斯汀市东 17 大街 111 号 LBJ 州立办公室大厦 1114 室,
78774-0100

通知借方:

地址:

18. INDEMNIFICATION.

BORROWER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITH LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BORROWER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BORROWER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH

BORROWER. BORROWER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY COMPTROLLER.

THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BORROWER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR COMPTROLLER FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COMPTROLLER OR ITS EMPLOYEES.

18. 赔偿

借方应在各类索赔、裁决、诉讼、请求、损失、债务中保护州官员、雇员及承包商利益，包括承担因借方或者相关机构、雇员、次级承包商、供应商在执行合同过程中的行为或者不作为导致的律师费及法律费用。应审计官要求，借方应配合司法部长执行其辩护。

据本部分所述意图，因审计长或者雇员的行为或过失而造成的损失，无需借方承担。

19. Assignment.

This Agreement and the rights and obligations of Borrower hereunder are not assignable or transferable by Borrower, in whole or in part, without the prior written consent of Lender.

19. 任务安排

本合同下述权利、义务，未经贷方书面同意，借方无权全部或部分分配或转移。

20. No Waiver.

This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Lender as an agency of the State of Texas or otherwise available to Lender. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Lender under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Lender does not waive any privileges, rights, defenses, remedies or immunities available to Lender as an agency of the State of Texas, or otherwise available to Lender, by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Lender must be in writing, must reference this section, and must be signed by Lender to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Lender shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

20. 权利放弃

贷方作为州立机构或者其他机构，不应视作其放弃特权、权利、辩护、赔偿及豁免的权利。借方未执行或延迟执行特权、权利、辩护、赔偿及豁免的权利时，并不意味着放弃此类权利或者将其视为禁止反言的前提。作为州立机构或其他机构，贷方签署该合同或者签署合同前后的行为，并不意味着其放弃特权、权利、辩护、赔偿及豁免的权利。任何借方特权、权利、辩护、赔偿及豁免的权利改动都应以书面形式呈现，必须参考本部分，经贷方签字后生效。在本合同条款及适用法律下，对特权、权利、辩护、赔偿及豁免的权利的修改都不应视为放弃此类权利。

21. **Discrimination.**

During the term of this Agreement, Borrower shall not engage in any discriminatory practice with respect to any activity funded in whole or in part under this Agreement or by the Loan or with respect to any recipients of services, employees or applicants for employment based upon race, creed, color, handicap, national origin, gender, religion, political affiliation or age. Borrower shall in each contract with a person providing goods or services for the Project require the same agreement as to non-discrimination. By signing this agreement, Borrower certifies that it will comply with all HUB requirements, as applicable.

21. 歧视政策

合同执行期间，借方不得从事由本合同贷款全部或部分出资赞助的歧视性活动，不得因种族、信仰、肤色、残疾、国籍、性别、宗教、政治立场或者年龄歧视接受服务者、员工或者求职者。签署本合同即表明借方同意遵守所有适用性 HUB 要求。

22. **Late Payments.**

If any installment due under this Agreement is not paid within thirty (30) days of its due date, Lender, at its option, may require Borrower to pay a penalty equal to one and one-half percent (1.5%) of the amount of the installment then due.

22. 逾期付款

如借方在规定日期内没有按时分期付款，贷方有权要求借方支付分期还款金额的 1%-1.5% 作为滞纳金，直至还款完成。

23. **Interest.**

Interest on the Loan evidenced by this Agreement shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the Loan or, if that has been paid, refunded. On any

acceleration required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Loan or, if the principal of the Loan has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the Loan.

23. 利息

该合同贷款利息不得超过法律规定的最大金额，超出最大限额的利息应算入本金部分，已支付的超出部分应退还。对于加速还款或者提前还款，已支付部分应算入本金，已归还本金应退还。本合同中，如有与本条款冲突部分，以本合同为准。

24. Attorney's Fees.

If this Agreement is given to an attorney for collection, or if suit is brought for collection, or if it is collected through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Lender all costs of collection, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be ten percent (10%) of all amounts due unless either party pleads otherwise.

24. 律师费

如本合同交由律师处理，或者用于诉讼，或者用于遗嘱认证、破产证明或者其他法律程序，借方应支付贷方所有费用，包括律师费、诉讼费用以及其他应付费用。如双方无其他约定，律师费为相应款项的 10%。

24. Governing Law.

This Agreement and the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas.

25. 准据法

德克萨斯州法律适用于本合同及合同双方的权力义务。

26. Taxes.

Borrower is solely responsible for all state, federal and local taxes of any kind resulting from this Agreement. Lender shall have no liability for any such taxes. Borrower represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under the Texas Tax Code, Chapter 171. In addition, if Borrower is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies. Borrower certifies that it holds a permit issued by the Comptroller of Public Accounts to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

Under the Texas Government Code, Section 2155.004, Borrower certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. 税款

借方应支付本合同款项下州、联邦及当地征服收取的一切税款，贷方不承担税务费用。根据德克萨斯州税法第 171 章规定，借方应表态并保证目前不拖欠任何特许税。如借方为德克萨斯州境外人员或境外单位，或其主要住所不在德克萨斯州境内，适用以下条款。借方保

证其拥有公共账户审计长授权的许可，允许其收取或者减免州或当地政府的销售款项，允许其使用到期税款，使用德克萨斯州境内私人或者公共业务的欠款。借方保证不向州或政府管辖的销售单位出售有形私人资产或服务。

依据德克萨斯州政府法规，第 2155.004 部分，借方声明本合同中所述私人或商

业机构能够收到指定合同，并保证如此声明有误，本合同可以终止，付款可以收回。

27. Disputes.

Chapter 2260 of the Texas Government Code (“Chapter 2260”) prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Lender has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code §§1.360 – 1.387, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. Borrower shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Lender and Borrower to attempt to resolve any claim for breach of contract made by Borrower under this Agreement:

- a) Borrower’s claim for breach of this agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in chapter 2260. To initiate the process, borrower shall submit written notice, as required by chapter 2260, to the deputy comptroller or his or her designee. Said notice shall also be given to all other representatives of lender and borrower otherwise entitled to notice under this agreement. Compliance by borrower with chapter 2260 is a condition precedent to the filing of a contested case proceeding under chapter 2260.
- b) The contested case process provided in Chapter 2260 is Borrower’s sole and exclusive process for seeking a remedy for an alleged breach of contract by Lender if the parties are unable to resolve their disputes under subparagraph (A) of this Section.
- c) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civ. Prac. and Rem. Code. Neither the execution of this Agreement by Lender nor any

other conduct of any representative of Lender relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Agreement, the following shall apply:

Should a dispute arise out of this Agreement, Lender and Borrower shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by Lender and Borrower within fifteen (15) days after written notice by one of them demanding mediation under this Section. Borrower shall pay all costs of the mediation unless Lender, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, Lender and Borrower may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Lender and Borrower shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Lender's participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by Lender of (1) any rights, privileges, defenses, remedies or immunities available to Lender as an agency of the State of Texas or otherwise available to Lender; (2) Lender's termination rights; or (3) other termination provisions or expiration dates of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, Contractor shall continue performance and shall not be excused from performance during the period any breach of Contract claim or dispute is pending under either of the above processes; however, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of §2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

27. 纠纷

德克萨斯州政府法规第 2260 章规定了违反合同条款的纠纷解决办法，该办法对某些商品和服务合同同样有效。第 2260 章规定，贷方接受德克萨斯州行政条例第 1.360-1.387 节中编入的第 2260 章中的规定条款，本合同条款也接受该规定的修改法规及扩展内容。借方应遵守此类规定。

如借方针对违约索赔，双方可依据州政府第 2260 章规定以及本合同规定解决争端：

a). 如借方因违约索赔，双方无法按照常规商业程序解决纠纷，可按照第 2260 章规定谈判解决。根据第 2250 章规定，按照程序，借方应向副审计长或其指定人员提交书面通知。通知还应提交本合同授权的其他贷方、借方代表。借方遵守第 2260 章规定是进行案件争辩的前提条件。

b). 如双方依照本部分 A 条措施无法解决纠纷，借方可全权按照第 2260 章提出的案件争辩程序向贷方进行违约索赔。

c). 必须遵守第 2260 章规定的案件争辩程序，才能依据第 107 章规定提起诉讼。贷方任何执行合同的行为或者其代表人的相关行为不可视为放弃主权豁免权。

对于本合同中其他违约索赔或纠纷，根据以下条款进行：

合同旅行中如出现纠纷，借贷双方应本着合作的精神通过直接商讨解决。如商讨未能解决，一方可出具书面通知要求进行三方调解，双方在书面通知书出具十五日之内选择共同接受的第三方进行调解。借方应承担一切调解费用，除非贷方主动要求全部或部分承担调解开支。双方可达成一致意见采取无约束力的纠纷解决办法而不进行调解。该部分旨在保证借贷双方在发起诉讼之前合理采用调解或其他无约束力的纠纷解决办法。贷方参与或者任何调解或无约束力的纠纷解决过程或本部分的条款不得视为贷方放弃（1）贷方作为德克萨斯州立机构的一切权利、优待、辩护、赔偿或豁免权；（2）贷方终止合同的权利；（3）本合同其他终止条款或届期。

如存在其他条款与本合同有冲突之处，承包人应继续履行职责，不应在违约索赔或纠纷处理阶段停止履行职责。如承包商遵守德克萨斯州政府法规第 2251.051

条规定，在违约索赔或纠纷处理期内可推迟履行职责，法律明确表示允许并许可该延期行为。

28. Compliance.

Borrower shall comply with all laws, regulations, requirements and guidelines applicable to a borrower from or contractor with the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Lender reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for Lender's or Borrower's compliance with all applicable state and federal laws, regulations, requirements and guidelines. Other than this provision, this Agreement may only be amended upon the written agreement of both parties.

28.规定遵守

借方应遵守德克萨斯州现行的法律、条例、要求及指导方针，以及合同执行期内修改的相关内容的规定。贷方完全保留合同期内单方修改本合同相关条款的权利，以满足州和联邦法律、法规、要求及指导方针的规定。除了本条款规定的情况，本合同只能由双方书面协商一致后才能修改。

29. Time.

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

29.时间

时间在合同执行过程中意义重大，因此所有时间节点必须严格规定并坚决执行。

30. Family Code.

Under Section 231.006, Texas Family Code (relating to child support), Borrower certifies that the individual or business entity named in this Agreement is eligible to receive payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. Borrower has completed and returned the Texas Family Code Certification form, Attachment H.

30.族性码

根据法律第 231.006 条有关族性码规定和（与抚养儿童有关），借方应保证本合同所述个人或单位名称能够收到本合同所支付款项，并承认如证明有误可终止本合同并收回付款。借方已填写完成并交回德克萨斯州族性码表格，即附件 H。

31. Convictions.

Borrower certifies that neither Borrower nor any of its employees, agents, or representatives have been convicted of a felony criminal offense, or that if such conviction has occurred or occurs during the term of this Agreement, Borrower shall immediately fully advise Lender as to the facts and circumstances. Borrower has completed and returned the Criminal Conviction Certification, Attachment I.

31.定罪

借方保证其本人及其雇员、机构或代理人犯有重罪，如确有重罪或在合同执行期内犯罪，借方应立即将通知贷方事实情况。借方已填写完成并交回刑事定罪声明，即附件 I。

32. No Conflicts.

Borrower represents and warrants that Borrower has no actual or potential conflicts of interest in entering into this Agreement with Lender and that Borrower's receipt of

disbursements under this Agreement would not reasonably create an appearance of impropriety. Borrower represents and warrants that neither Borrower nor any person or entity that will participate financially in this Agreement has received compensation from Lender for participation in preparation of specifications for this Agreement.

32. 无冲突

借方声明并保证与贷方签署合同时并无事实上的或潜在的利益冲突，保证借方在收受合同中付款时不会构成任何不当行为。借方声明并保证借方或其他任何与本合同存在经济关系的人员或机构，因参与准备合同细节获得贷方损失赔偿。

33. Buy Texas.

Borrower represents and warrants that Borrower shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time.

33. 采购

借方声明并保证，采购时若产品或原料价格在某一时间段内价格具有优势，应采购德克萨斯州生产的产品或原料。

34. DTPA.

Borrower represents and warrants that Borrower has not been the subject of a Deceptive Trade Practices Act or any unfair business practice, administrative hearing, or court suit and that Borrower has not been found to be guilty of such practices in such proceedings. Borrower represents and warrants that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business practice, administrative hearing, or court suit and that such officers have not been found guilty of such practices in such proceedings.

34. 欺骗贸易行为法案

借方声明并保证借方从未涉及欺骗贸易行为，未参与任何不公平贸易行为或行政听审或法律诉讼，保证借方在这些程序中无违法行为。借方声明并保证其机构中，无任何工作人员涉及欺骗贸易行为，无任何人员参与任何不公平贸易行为或行政听审或法律诉讼，保证其工作人员在这些程序中无违法行为。

35. Antitrust.

Borrower represents and warrants that neither Borrower nor any firm, corporation, partnership, or institution represented by Borrower, nor anyone acting for such firm, corporation, partnership, or institution, has violated Texas antitrust laws or federal antitrust laws.

35. 反垄断

借方声明并保证借方或任何代表借方的公司、合作伙伴、机构或者任何代表借方的公司、企业、合作伙伴、机构的工作人员未违反德克萨斯州反垄断法或联邦反垄断法。

36. Confidentiality.

Borrower, its employees and contractors shall not disclose to anyone, directly or indirectly, any information designated by Lender as confidential or information accessed as a result of this Agreement without prior written consent of Lender. Borrower must execute the Nondisclosure Agreement, Attachment J, which is attached to and incorporated as part of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, Borrower understands that Lender is bound by provisions of the Texas Public Information Act (formerly the Texas Open Records Act) and Attorney General Opinions issued under the statute.

36. 保密

未经贷方书面允许，借方、借方雇员或承包人严禁直接或间接向任何人透露贷方认定的与本合同相关的机密信息。借方必须执行合同组成部分的保密协议（附件J）。本合同中如有条款与该条抵触，借方应理解贷方遵守德克萨斯州公

共信息法案（原称德克萨斯州公共记录法案），遵守司法部长依照该法案做出的解释。

37. Other Rights.

Borrower shall have no exclusive rights or benefits other than those set forth in this Agreement.

37.其他权利

除本合同规定的权利外，借方无任何专权或享受任何利益。

38. Certain Claims.

Borrower represents that it has determined what licenses, patents and permits are required under this Agreement and has acquired or will acquire all such licenses, patents and permits prior to commencement of the Project.

38.借方声明并保证其已明确该合同执行所需的执照、专利和批准，已获得或者在工程开工前能够获得所需的执照、专利和批准。

39. Statements.

By signature to this Agreement, Borrower makes all of the representations, warranties, covenants and certifications included in this Agreement. Notwithstanding any other provision of this Agreement to the contrary, if Borrower signs this Agreement with a false statement or it is subsequently determined that Borrower has violated any of the representations, warranties, covenants or certifications included in this Agreement, Borrower shall be in default under this Agreement and Lender may terminate or void this Agreement for cause and pursue other remedies available to Lender under this Agreement and applicable law.

39. 声明

签署本合同后，借方即认定本合同下的所有声明、保证、约定及认证。尽管本合同中有条款与本条冲突，如借方签署合同时出现声明错误或借方违反了本合同中的任何声明、保证、约定或认证，借方应承担责任，贷方可因此终止合同或宣布合同失效，或采取其他符合本合同及法律规定的补救措施。

40. Prohibition.

Borrower acknowledges and agrees that, to the extent Borrower owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Borrower is otherwise owed under or related to this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Borrower owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time Borrower owes any such debt or delinquency. Borrower shall comply with rules adopted by the Comptroller under §§403.055, 403.0551, 2252.903, Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

40.禁止

如借方拖欠德克萨斯州款项或滞纳税金，借方承认并同意公共账户审计官支配合同所收款项或其他合同中借方所欠款额，用于支付借方所欠款项或滞纳税金，直至欠款及滞纳税金全额还清。借方一旦出现任何债务或拖欠滞纳税金的情况，本条款立即生效。借方应遵守审计官根据德克萨斯州法规改编的第 403.055、403.0551 及 2252.903 条条款，遵守其他债务及违法行为的适用法律及规定。

41. Incorporation.

All of the following attachments are attached hereto and incorporated into this Agreement for all purposes:

Attachment A: Loan Approval Statement;

Attachment B:DOE Required Special Terms & Conditions—ARRA Stimulus Funds;

Attachment B-1: DOE Assurance of Compliance, as completed by Borrower;

Attachment B-2: DOE Assurance of Compliance, as completed by Borrower and each Borrower contractor;

Attachment C:Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, as completed by Borrower;

Attachment D:Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug- Free Workplace Requirements, as completed by Borrower;

Attachment E:Disclosure of Lobbying Activities, as completed by Borrower; ARRA Assurances, as completed by Borrower;

Attachment F: ARRA Assurances, as completed by Borrower;

Attachment G:Intellectual Property Provisions, as completed by Borrower;

Attachment H: Affidavit of Compliance;

Attachment I: Flowdown Requirements;

Attachment J:Reporting Requirements

Borrower represents and warrants that it completed and provided the following Attachments to Lender prior to executing this Agreement: B, B-1, B-2, C, D, E, F, G, H, I, and J. In addition, Borrower represents and warrants that each of its contractors completed and provided an Attachment B-2 to Borrower and Lender prior to Borrower executing this Agreement.

All applicable rules, regulations and all other requirements imposed by law, including, but not limited to, those pertinent rules and regulations of the State of Texas and those of federal agencies providing funds to the State of Texas are incorporated into this Agreement by reference as if specifically written herein.

41. 包含附件

下列为合同所包含附件，以供使用。

附件 A 贷款批准声明

附件 B 美国能源部要求的特殊条款及条件——美国复苏与再投资法案

附件 B-1 美国能源部合规保证，由借方填写

附件 B-2 美国能源部合规保证，由借方及借方承包商填写；

附件 C 有关取消、暂停、无资格认定交易的认证，由借方填写。

附件 D 有关劝说、阻止、暂停、其他责任事由以及工作场所无毒品要求的认证，由借方填写。

附件 E 公开游说活动，由借方填写。

附件 F 美国复苏与再投资法案保证，由借方填写。

附件 G 知识产权条例，由借方填写。

附件 H 合规协议书

附件 I 需求流向

附件 J 报告要求

借方声明并保证本合同执行前填写完成并将下列附件移交贷方 B,B-1,B-2,C,D,E,F,G,H,I 以及 J。此外，借方声明并保证在合同执行之前，其承包商填写并向借贷双方提供附件 B-2。

法律规定的适用规章条例，包括但不限于德克萨斯州法律附属条款及规定以及向德克萨斯州提供资金的机构的规章条款，都适用于本合同，与合同中所述条款一致，具有同等效力。

42. Successors.

This Agreement is binding upon Borrower and its successors and assigns and upon Lender and its successors and assigns.

42. 继任人员

本合同对借贷双方及继任人员与受让人具有约束力。

43. Term.

Therefore, the parties hereby agree that the effective date of this Agreement is the date signed by Lender, after first having been signed by Borrower. Except for the provisions of Sections 8, 9, 11, 12, 13, 19, 21, 27, 28, 37, 39, and 40; and Attachments B-1, B-2, F, H, and J, which shall survive the termination or expiration of this Agreement, this Agreement shall terminate upon repayment, in full, of the Loan.

43.条款

因此，双方一致同意合同生效日期为借方签署合同后，贷方签署合同的日期。第 8, 9, 11, 12, 13, 19, 21, 27, 28, 37, 39, 40 条以及附件 B-1, B-2, F, H 及 J，在合同终止或期满后仍具有效力，本合同至贷款完全还清后终止。

44. Additional Terms.

Davis Bacon Act. Borrower shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements as implemented through 29 CFR 5.5(a).”

Buy American Act – ARRA 1606. In certain government procurements, the requirement purchase may be waived if the domestic product is more expensive than an identical foreign-sourced product by a certain percentage, if the product is not

available domestically in sufficient quantity or quality, or if doing so is in the public interest. Borrower shall comply with this provision as applicable.

Federal Funding Accountability and Transparency Act (P.L. 109-282), P.L. 109-282 requires a reduction in “wasteful and unnecessary spending” by the federal government, including spending on funds earmarked for special projects. The legislation requires the Office of Management and Budget (OMB) to establish a publicly available, online database containing information about entities that are awarded federal grants, loans, and contracts. Borrower shall comply with this provision as applicable.

Data Management. In compliance with OMB Circular A-123, it is essential for Borrowers to apply appropriate internal controls to effectively manage the accuracy, integrity, timeliness, and appropriate privacy of all data submitted to.

National Environmental Policy Act. Borrower shall comply with the National Environmental Policy Act, 42 U.S.C. §§4321 *et. seq.* “NEPA” and shall not take any action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until either a NEPA clearance or final NEPA decision is provided by the National Energy Technology Laboratory (NETL) NEPA compliance Officer. If the ARRA are used for the purchase of equipment for new alternative fuel(s) refueling stations and/or purchase of equipment for retrofits of existing refueling stations, Borrower shall provide additional project information and, if requested, shall prepare or provide any assistance necessary to assist DOE in the preparation of any required Environmental Impact Statements or other environmental documentation.

National Historic Preservation Act of 1966. Borrower shall comply with the National Historic Preservation Act of 1966 (§§16 U.S.C. 470 *et seq*) and shall not take any action that will affect any district, site, building, structure, or object that is included in the National Register without prior notification to and concurrence of the

DOE and the State Historic Preservation Office (SHPO) which in Texas is the Texas Historical Commission. Borrower shall identify any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and comply with or assist with the compliance of §16 U.S.C. 470f and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a-1, et seq.). Compliance with Section 106 of the NHPA occurs only after Borrower has submitted adequate background documentation to the SHPO for its review, and the SHPO has provided written concurrence to the Borrower that it does not object to its Section 106 finding or determination. Borrower shall provide a copy of this concurrence to the Contracting Officer.

Solid Waste Disposal Act. Prior to the expenditure of Federal funds to store, process, or dispose of hazardous materials Borrower shall comply with the Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, and Title 30, Texas Administrative Code, Chapter 335 “Industrial Solid Waste and Municipal Hazardous Waste” administered by the Texas Commission on Environmental Quality. Sanitary or hazardous waste is defined in 40 CFR Part 260 and 30 TAC Chapter 335 to include, but not be limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc. Borrower shall obtain any required permit and retain all compliance documentation related to the project.

Report of Fraud, Waste and Abuse: Texas Government Code, Section 321.022. If the administrative head of a department or entity that is subject to audit by the Texas State Auditor has reasonable cause to believe that money received from the State by the Borrower or by a client or contractor of the Borrower may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the Borrower, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the Borrower.

44.附加条款

培根法案。借方应遵守培根法案（40 U.S.C ， 276a 至 276a-7 条），科普兰法案（40 U.S.C, 276c, 18U.S.C, 874 条），工作时间及安全标准法案中关于联邦支持项目劳动标准的规定，依据美国联邦法规第 29 条执行。

购买美国产品法——美国复苏与再投资法案 1606。政府采购时，如国内产品比同样的国外进口产品贵，或者产品在国内数量、质量不足，或者是出于公共利益进行采购，可不按照采购要求执行。借方应遵守此条适用规定。

联邦资金问责与透明法案（P.L. 109-282), PL,109-182 要求联邦政府削减“浪费及不必要开支”，包括特殊项目专项拨款。法律要求管理与预算办公室建立公开在线数据库，公开享受联邦津贴、贷款及签署合约的单位信息。借方应遵守此条适用规定。

数据管理。依据管理与预算办公室第 A-123 条规定，借方应采取适当的内部管理措施以有效控制提供信息的准确性、完整性、及时性及隐私性。

国家环境政策法案。借方应遵守国家环境政策法案第 42 U.S.C.部分 4321 条规定及国家环境政策法案的其他规定，不得实施任何违反环境法案的行为（例如损坏地面的场地破坏行为），不得在国家能源技术实验室提供国家环保局清算或者做出最终决定之前限制其合理选择。如依照复苏与再投资法案购买新的燃油补给站设备或购买翻新设备，借方应提供额外的工程项目信息，如有需要，应准备或协助能源部准备所需的环境影响评介书或者其他环境文件。

1966 年国家历史保护法案。借方应遵守 1966 年国家历史保护法案(16 U.S.C. 470 及之后)，未事先通知或获得美国能源部或州历史保护办公室之类的德克萨斯州历史委员会允许，不得破坏国家登记在册的任何区域、建筑、结构或物品。借方应能识别出受影响的美国国家历史保护组织登记在册的建筑，遵守第 16 U.S.C. 470f 和 1974 年考古和历史文物保护法案（16 U.S.C 470f 及以下条款）。借方将全部的背景资料文件提交给国家历史文物保护办公室审核后，应遵守国家文物保护法案第 106 条规定，国家历史文物保护办公室应向借方提供书面证明材料，证明其不违反第 106 条的发现或规定。借方应向合同管理人员提供附件。

固体废物处置法。将联邦资金用于储存、处理有害物质时，借方应遵守固体

废物处置法，德克萨斯州卫生与安全条例第 361 章第三十条规定，德克萨斯州行政法规以及由德克萨斯州环境质量委员会编写的“工业固体废弃物及危险废弃物”第 335 章规定。有关清洁及危险废弃物的处理已在联邦法规第 260 部分第 40 条及 TAC 第 335 章第 30 条中做出规定，规定还包括了（但不限于）废旧灯泡、铅石、管道及房顶材料、废弃设备、碎片及石棉瓦等。借方应取得所有要求许可并保留所有与项目相关的遵守性文件。

欺诈、浪费与滥用报告：德克萨斯州行政法规第 321.022 部分。如服从德克萨斯州审计官审计的某一部门或机构的领导有正当理由证明借方、客户或其他承包方从德克萨斯州所借款丢失、被占用、错用，或有其他与借方相关的欺骗性或违法行为存在，行政主管应向州审计官汇报原因及事由。州审计官应针对事由展开调查或监控借方的调查过程。

45. Merger.

This Agreement contains the entire agreement between Lender and Borrower relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

45. 合并

本合同包含了借贷双方的所有权利和义务。所有与本合同相关的口头证明或改动均视为无效，双方签字确认的书面材料除外。

46. Signatories.

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties.

46. 签署人

合同签署人声明并保证其完全有权代表相关方签署该合同。

致 谢

在论文写作过程中，我遇到了许多困难和障碍，老师和同学都热情帮助我度过了难关，我对他们充满感激之情。

首先，衷心感谢我的导师——谭卫国老师，感谢他给予我细心指导和耐心帮助，感谢他不仅不厌其烦地审阅并修改论文，而且感谢他在生活学习各个方面给予我们关心和帮助。同时，我由衷地感谢所有给我们上过课的导师们，他们孜孜不倦向我们传授专业知识，着力提高我们的专业技能，使我们不断进步，受益匪浅。

其次，我特别感谢无凡翻译公司提供的实践机会，让我在实践操作中慢慢领会翻译的方法和技巧，从而积累了一定的实战经验。

此外，诚挚地感谢我的同学、朋友和家人，在论文写作过程中他们给了我很多素材，还在论文的撰写和排版过程中提供热情的帮助，在我遇到困难时支持、鼓励我。

最后，我要衷心感谢论文参考文献的各位学者。本文引用了多位学者的研究成果，如果没有诸位学者的研究成果，我将很难完成本篇论文的写作。

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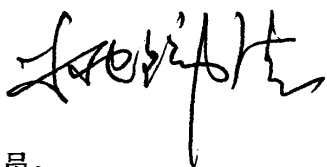
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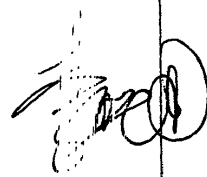
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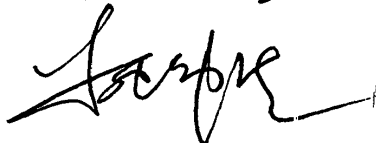
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