

Research on Training Strategies of Foreign Engineering Professionals based on English FIDIC Contract Conditions

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Abstract. With the continuous deepening and promotion of the One Belt and One Road strategy, more and more Chinese enterprises are going abroad to undertake engineering projects so correctly understanding and applying the FIDIC Contract Conditions will help Chinese enterprises to stick to their standards and gain profits. According to FIDIC clause, the basis of dispute settlement in international engineering should be the original English FIDIC Contract Conditions. Therefore, it is necessary for relevant personnel engaged in foreign-related projects to understand the original English FIDIC Contract Conditions accurately. Based on the language characteristics of FIDIC Contract Conditions and the current English proficiency of employees in Chinese enterprises undertaking international projects, this paper explores the strategies to improve their ability to interpret and use the terms of English FIDIC Contract Conditions.

Keywords: FIDIC Contract Conditions; training strategies; foreign engineering professionals.

1. Introduction

FIDIC is the acronym of French “Federation Internationale des Ingenieurs-Conseils”, which is the most authoritative organization in the international engineering consulting industry. It has published several versions of contract conditions, and they have become the most widely used contract model document in the field of international engineering. [1] According to statistics, more than 70% of international project contracts adopt or use FIDIC Contract Conditions for reference. Therefore, all parties involved in the implementation of the project must understand and be familiar with these contract conditions in order to ensure the implementation of the project contract, and to perform their duties and safeguard their rights according to the contract conditions.

2. Analysis of the Language Characteristics of FIDIC Contract Conditions

As the terms of FIDIC Contract Conditions are contractual agreement document, it is a bilateral contract, involving four parts: management, technology, economy and law. The language is formal, solemn, detailed, accurate, semi-classical, complex and difficult to understand, which creates great obstacles for users, especially for first-time learners [2], therefore it is necessary to fully summarize and analyze the language characteristics of FIDIC Contract Conditions.

2.1 Complexity of Sentence Structure

In order to express the relationship between various parts and avoid omissions, FIDIC Contract Conditions are formal, complex, and contain many long sentences. It is very common in FIDIC Contract Conditions that a sentence is a paragraph.[2]

2.2 Massive use of Conditional Adverbials

There are a lot of conditional adverbial clauses in FIDIC Contract Conditions, because FIDIC Contract Conditions assume various possible situations which embodies the rigorous characteristics of contract language.

2.3 The use of Archaisms

The terms of FIDIC Contract Conditions are bilateral, that is, the rights and obligations signed by both parties (owners and contractors) of the construction contract or the provisions that the parties

should abide by, which have high legal binding force.[3] In order to avoid any misunderstanding and ambiguity, the FIDIC Contract Conditions are rigorous in wording, by using lots of ancient words which reflect the unique conservativeness and stability of the legal text of the contract.

2.4 The use of Modal Verbs

The usage of modal verbs such as “shall”, “will” and “must” in FIDIC Contract Conditions is very special. The word "shall" is not used in colloquial language, but in legal terms, which means that "the following circumstances fall within the scope of the law".[3] The research shows that when expressing obligations, responsibilities and regulations in FIDIC Contract Conditions, the structure of "shall" plus verbs instead of "must" or "should" is used.

3. The Training Strategies of Foreign Engineering Professionals based on English FIDIC Contract Conditions

The relevant English proficiency of the employees should be tested first, and training stages and the content in each stage should be formulated based on the results of the tests and the language characteristics of FIDIC contract conditions.

3.1 An Analysis of English Proficiency of Employees in International Projects

Taking a large state-owned enterprise in Xi'an City of Shaanxi Province as an example, this paper conducts interviews and written tests for some of its employees. The written tests are divided into two parts: the general English test and the professional English test based on FIDIC Contract Conditions. The first step is the general English proficiency test, which covers the reading part of the test questions in CET-4 in June and December 2018. The reason for conducting the general English test first is that CET-4 has high reliability and validity, which can accurately reflect the subjects' current general English level. Therefore, the test results can be used as the basis for designing questionnaires and interviews, and the general English level also reflects the level of English for specific purposes to a certain extent. After distributing the printed the contract content of *Civil Engineering Construction Contract Conditions* to the subjects, the subjects were interviewed one by one. The results of the general English test show that most employees do not need English in their current jobs, which leads to a sharp decline in their English proficiency and the professional test results of FIDIC Contract Conditions are worrying. The results of interviews and written examinations show that the vast majority of the 100 employees interviewed have not systematically studied the English version of FIDIC Contract Conditions, and think that the English version of FIDIC Contract Conditions is difficult to understand. From the mastery level of FIDIC Contract Conditions of employees in this large state-owned enterprise, it can be inferred that the current level of employees in other state-owned enterprises are probably the same, and the levels of the employees in the small and medium-sized enterprises can be very low. The problems and difficulties concerning the English version of FIDIC Contract Conditions can be similar and the following training principles and strategies can be followed.

3.2 The Training Principles

Firstly, based on the learners' actual English level, the learners' professional knowledge should be activated by comparing the English and Chinese versions of the FIDIC Contract Conditions; secondly, the focus and contents of the training should be made up according to the linguistic characteristics of FIDIC Contract Conditions; thirdly, in each step of training, the rights, obligations of both parties to the contract should be emphasized. These three principles should be observed in each stage of training.

3.3 The Training Stages of English FIDIC Contract Conditions

According to the linguistic characteristics of FIDIC Contract Conditions, different parts of speech are categorized. The order of learning should be from the easy items to difficult items, and from the words and phrases to sentences.

3.3.1 Learning Nouns to Lay the Foundation for FIDIC Contract Learning

All the nouns in FIDIC contract conditions are also special terms, which have special meanings. For example, Engineer refers to the supervisory engineer, not the general engineer who is engaged in a certain professional and technical work as usual. It is an engineer who signs a commission agreement with the owner to supervise, manage and coordinate the implementation of a specific project. So, learning the nouns in the contract conditions should be the first step, which should be properly combined with specific personnel positions, with clear emphasis and clear responsibilities.

3.3.2 Learning Modal Verbs to be More Explicit about Rights, Responsibilities and Obligations

The most important way to clarify the difference between the usage of modal verbs in FIDIC Contract Conditions and in daily life is to learn the example sentences in FIDIC Contract Conditions to make the personnel involved in both parties be clear about their respective rights and obligations.

Example 1: If the project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of Project Manager.

In this example, the tone of "shall" is tough and there is no room for discussion, which means that we must follow it. If the project manager is not appointed in the contract, the owner must appoint the project manager within 14 days (14) of the effective date and notify the contractor in writing.

Example 2: Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.

In Example 2, "should" is used in inverted sentences to express strong mood assumptions, which can be translated as "if", implying the meaning of "in case". And this usage of "should" is not uncommon in FIDIC Contract Conditions, and this usage is quite different from its usage in daily life, so the learners should pay special attention to this part.

3.3.3 Learning the Archaism to Know the Connection Functions and Lay a Foundation for the Learning of the Difficult and Long Sentences

In FIDIC Contract Conditions a considerable number of old words, such as hereinafter, therein, herewith, referred to, aforesaid are frequently used, which in modern English only appear in legal texts and economic contracts. These words have important functions of connection in sentences so they are difficult to learn for FIDIC beginners and cause great psychological obstacles for them. The efficient way to learn these old words is to collect and analyze them. It is not difficult to find that most of the old words are created by adding the prepositions to the words "here", "there", and "where". "hereby" means "by this agreement, by reason of this, by means of"; "herein" means "in this statement, contract, or situation"; "thereunder" means "under that", etc.

Example 3: The contract shall not, without the prior consent of the Employer (which consent, notwithstanding the provisions of Sub-Clause 1.5, shall be at the sole discretion of the Employer), assigned the Contractor or any part thereof, or any benefit or interest therein or thereunder, otherwise than by...

Three old words; "thereof", "therein", and "thereunder" are used in the example above. This example can become much easier to understand if the learners understand that "thereof" means "of the Contract", "therein" means "in the Contract" and "thereunder" means "under the contract".

3.3.4 Adverbial Adverbs Expressing Temporal Order, Causality, Conditionality, Etc.

The adverbial, preposition or prepositional phrases that express the time order, causality, conditionality and so on can connect the front and back sentences and they are also the key for the learners to master the long and difficult sentences of FIDIC Contract Conditions. The number of conditional adverbials (clauses) is the largest, because FIDIC contract conditions assume various possible situations and solutions, especially in terms of alteration, liability for breach of contract, claims, arbitration and so on. In this training process of this part, emphasis should be focused on

rights and responsibilities and the interests of all parties involved in the contract contained in these conditional clauses. There are many ways to introduce conditional adverbials (clauses), such as conjunctions, phrases, prepositional phrases such as, “if”, “should”, “unless”, “except”, “other than”, “save that”, “subject to”, “in case of”, “in case that”, “in the event of”, “in the event that”, “provided that”, “provided also that”, “provided that if”, “provided also that if”, “provided always that if”.

Example 4: In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same.

Example 5: Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works (or to any part thereof), is such that...

Example 6: Provided also that no varied work instructed to be done by the Engineer pursuant to Clause 51 shall be valued under Sub-Clause 52.1 or under this Sub-Clause...

In the Example 5 and Example 6, “provided that” and “provided also that” appear at the beginning of a sentence, and they are used in two clauses one after another, “provided also that” serves as a link between the preceding and the following, making further speculation and hypothesis. The conditional clauses introduced by “provided that” and “provided also that” together are the most important and difficult part of conditional sentence learning.

4. Summary

Some of the learners think that contract negotiation is the job of management personnel, and they are engaged in design or construction, so there is no need to understand the tedious language in the contract, and what they should do is just follow the contract. In fact, their view is biased. FIDIC Contract Conditions are very necessary for everyone who wants to become an international engineering professional. This paper puts forward the strategy of training international engineering professional who can flexibly apply FIDIC Contract Conditions from the aspect of language to help Chinese companies to avoid risks and maximize benefits in international projects.

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